

One Acquisition Solution for Integrated Services +



# OASIS+ MAC PROGRAM HUBZONE SMALL BUSINESS

(HUBZone SB)

















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(X)	SEC.	DESC	CRIPTION					GE(S)	(X)	SEC.	DESCRI	IPTION					PAGE(S)
	PART I -	· THE S	CHEDULE							PART II	- CONTRAC	CT CLAUS	SES				•
X	Α	SOLI	CITATION/CON	NTRACT FORM			9		X	- 1	CONTRA	ACT CLA	USES				76
X	В	SUPI	PLIES OR SER	VICES AND PRICES/O	OSTS		10	)		PART III	- LIST OF [	OOCUME	NTS, EXHIBITS AND O	THER ATTA	CH.		
X	С			CS./WORK STATEME	NT		17		X	J		ATTACHI					93
	D E	+	CAGING AND N	ACCEPTANCE			30		X				NS AND INSTRUCTION				
X	F			ERFORMANCE			32		^	K	1		ONS, CERTIFICATIONS ENTS OF OFFERORS	AND			94
X	G			ISTRATION DATA			42		X	L	INSTRS	., CONDS	S., AND NOTICES TO C	FFERORS			111
H SPECIAL CONTRACT REQUIREMENTS			62		X	М	EVALUA	TION FAC	CTORS FOR AWARD				154				
						OFFE	R (Mu	ıst be fully	comple	ted by c	fferor)						
						52.214-16, Minimum Bid		-									
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SECTION A - SOLICITATION/CONTRACT FORM	9
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	10
B.1 GENERAL	10
B.2 AUTHORITY	10
B.3 TOTAL SOLUTION	11
B.4 MINIMUM CONTRACT GUARANTEE AND MAXIMUM CONTRACT CEILING	11
B.5 PERFORMANCE-BASED REFERENCE	11
B.6 TASK ORDER CONTRACT TYPES	
B.7 TASK ORDER PRICING (ALL ORDER TYPES)	
B.8 LABOR CATEGORIES	12
B.8.1 CONUS Standardized Labor Categories	12
B.8.2 OCONUS Labor	
B.8.3 Custom or Specialized Labor	
B.8.4 Construction Wage Rate Requirements	
B.8.5 Service Contract Labor Standards	
B.8.6 Requirements For Labor Under Time & Material and Labor Hour Task Orders	11
B.9 TRAVEL PRICING (ALL ORDER TYPES)	14
B.10 WORK OUTSIDE THE CONTIGUOUS UNITED STATES	10
B.11 OASIS+ CONTRACT ACCESS FEE	
B.12 OASIS+ SUBMISSION PORTAL	
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	
C.1 SCOPE	
C.1.1 North American Industry Classification System	
C.1.2 HUBZone Small Business Certification	
C.2 PERFORMANCE AREAS - DOMAINS	
C.2.1 Management and Advisory Domain	
C.2.1.1 Management and Advisory Domain NAICS Codes	
C.2.2 Technical and Engineering Domain	
C.2.2.1 Technical and Engineering Domain NAICS Codes	
C.2.3 Research and Development	21
C.2.3.1 Research and Development Domain NAICS Codes	21
C.2.4 Intelligence Services Domain	22
C.2.4.1 Intelligence Services Domain NAICS Codes	23
C.2.5 Enterprise Solutions Domain - Reserved	
C.2.6 Environmental Domain	23
C.2.6.1 Environmental Domain NAICS Codes	24
C.2.7 Facilities Domain	
C.2.7.1 Facilities Domain NAICS Codes	26
C.2.8 Logistics Domain	26
C.2.8.1 Logistics Domain NAICS Codes	27
C.3 SCOPE OF FUTURE DOMAINS	27
C.4 INFORMATION TECHNOLOGY & NON-INFORMATION TECHNOLOGY	28
C.5 SERVICES NOT IN SCOPE	28
C.6 OTHER DIRECT COSTS / ANCILLARY SUPPORT SERVICES AND PRODUCTS	29
C.7 PERFORMANCE REQUIREMENTS	
SECTION D - PACKAGING AND MARKING	
D.1 BACKGROUND	
SECTION E - INSPECTION AND ACCEPTANCE	31
E.1 BACKGROUND	
SECTION F - DELIVERIES OR PERFORMANCE CLAUSES	32
F.1 BACKGROUND	
F.2 PLACE OF PERFORMANCE	o∠ 2つ
F.3 PERIOD OF PERFORMANCE	
F.4 PERFORMANCE STANDARDS	
I .4 F LINI UNWANCE STANDARDS	

F.4.1 Deliverable and Reporting Requirements F.4.2 Compliances	
F.5 CONTRACTOR PERFORMANCE	40
F.5.1 Master Contract Contractor Performance Assessment Reporting System	40
F.5.1 Master Contract Contractor Performance Assessment Reporting System	40 41
F.5.3 OASIS+ Performance Management	
SECTION G - CONTRACT ADMINISTRATION DATA	
G.1 BACKGROUND	
G.2 ROLES AND RESPONSIBILITIES OF GOVERNMENT KEY PERSONNEL	
G.2.1 OASIS+ Government Key Personnel	
G.2.1.1 OASIS+ Program Manager	
G.2.1.2 OASIS+ Contracting Officer	
G.2.1.3 FAR 52.216-32 Task-Order and Delivery-Order Ombudsman (Alternate I) (	42 'Sant
2019)	42
G.2.1.3.1 Master Contract Ombudsman	43
G.2.1.4 Contract Compliance Analyst	
G.2.1.5 OASIS+ Contracting Officer's Representative	44
G.2.2 Task Order Key Personnel (Government)	
G.2.2.1 Ordering Contracting Officer	
G.2.2.2 Task Order Contracting Officer's Representative	
G.3 CONTRACT ADMINISTRATION REQUIREMENTS	
G.3.1 General Administration Requirements	
G.3.1.1 Contractor Key Points of Contact	
G.3.1.1.1 Corporate OASIS+ Program Manager	
G.3.1.1.2 Corporate OASIS+ Contract Manager	
G.3.1.2 Contractor Self-Assessment	40
G.3.1.3 Insurance	
G.3.1.4 Federal Awardee Performance and Integrity Information System	
G.3.1.5 Employment Reports on Veterans	
G.3.1.6 Executive Compensation and First-Tier Subcontract Awards Report	
G.3. 1.6 Executive Compensation and First-Tier Subcontract Awards Report	40
G.3.1.7 Handling of Size and Status Re-representations	
G.3.1.7.1 Mergers, Acquisitions, Novations, And Change-of-Name Agreements.	
G.3.1.7.2 Post Award Small Business Program Rerepresentation	
G.3.1.7.3 Post Award Small Business Changes In Size and Socioeconomic Stat	
G.3.1.8 Individual (Preferred) or Commercial Subcontracting Plan	
G.3.1.9 Contractor Business Systems, Certifications, and Government Facility Clea	
G.3.1.9.1 Contractor Business Systems	
G.3.1.9.1.1 Accounting System	
G.3.1.9.1.2 Purchasing System	52
G.3.1.9.1.3 Earned Value Management System	
G.3.1.9.1.4 Property Management System	53
G.3.1.9.1.5 Material Management And Accounting System	
G.3.1.9.1.6 Estimating System	
G.3.1.9.2 Government Facility Clearance	53
G.3.1.9.3 Certifications	
G.3.1.9.3.1 Capability Maturity Model Integration	54
G.3.1.9.3.2 International Organization for Standardization (ISO) 27001:2013	or
27001:2022 (Information Security)	55
G.3.1.9.3.3 ISO 9001:2015 (Quality Management)	55
G.3.1.9.3.4 ISO 22301 (Business Continuity)	
G.3.1.9.3.5 ISO 21508 (Earned Value Management)	
G.3.1.9.3.6 14001:2015 (Environmental Management)	
G.3.1.9.3.7 28001:2007 (Supply Chain)	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	

G.3.1.9.3.8 NSF/ANSI 391.1 Certification (General Sustainability Assessment	
Professional Services)	
G.3.1.10 Forward Pricing Rate Agreements, Forward Pricing Rate Recommenda	ıtions,
Provisional Billing Rates, or Other Approved Billing Rates	
G.3.1.11 Cost Accounting Standards	
G.3.1.12 Service Contract Reporting Requirements For Indefinite Delivery Contra	
G.3.1.13 Cybersecurity & Supply Chain Risk Management	58
G.3.1.14 OASIS+ Data Calls	
G.3.2 Contractor Reporting Requirements	58
G.3.2.1 Transactional Data	
G.3.2.2 Reporting of OASIS+ IDIQ Contract Line Item Number	59
G.3.2.3 Subcontract Reporting (Compliance with the Limitations on Subcontraction	ng at
52.219-14)	59
G.3.2.4 Reporting of Standardized Labor Categories	59
G.3.2.5 Change of GSA Business System(s) During Term of the Master Contract	t59
G.3.2.6 Contract Access Fee Remittance	60
G.3.2.7 Overdue CAF Payments	60
G.3.2.8 FASCSA Reporting (Compliance with FAR Clause 52.204-30 - Alternate	1)60
G.3.3 Sustainability Reporting	60
G.3.4 Contractor Teaming Arrangement Disclosure	
G.4 TASK ORDER CLOSEOUT VERIFICATION / VALIDATION	
ECTION H - SPECIAL CONTRACT REQUIREMENTS	
H.1 BACKGROUND	
H.2 FEDERAL HOLIDAYS	
H.3 DOMAIN SELECTION	62
H.4 ORDERING PROCEDURES	
H.4.1 Set-Asides Based on Socioeconomic Group	
H.5 HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12	63
H.6 SUSTAINABILITY	63
H.7 PROPRIETARY SOLUTIONS	63
H.8 TASK ORDER PERSONNEL	
H.8.1 Security Clearances	64
H.8.2 Ethics and Conduct	64
H.8.3 Organizational Conflicts of Interest	65
H.8.4 Cooperation with Contractors on Government Sites	65
H.9 GOVERNMENT PROPERTY	65
H.10 GOVERNMENT FACILITIES	66
H.10.1 Rights of Ingress and Egress	66
H.10.2 Leasing and Real and Personal Property	
H.11 ON-RAMPING	
H.11.1 Frequent On-Ramps	67
H.11.2 Lateral Springboarding	
H.11.3 Domain Enhancement	
H.12 DORMANT STATUS	69
H.13 OFF-RAMPING	70
H.14 CLOSEOUTS	71
H.15 LIMITATIONS ON SUBCONTRACTING	71
H.16 PARTNERING	71
H.16.1 Meetings	72
H.16.2 GSA OASIS+ Webpage	
H.16.3 Marketing	72
H.17 CYBERSECURITY & SUPPLY CHAIN RISK MANAGEMENT	
H.17.1 Management of Cyber-Supply Chain Risks	
H.17.2 Additional Cybersecurity and SCRM Requirements	

H.18 ADJUSTMENT OF SCOPE UNDER THE OASIS+ MASTER CONTRACT	74
H.19 MASS MODIFICATIONS	
H.20 CANCELLATION	75
H.21 MINIMUM CONTRACT SALES REQUIREMENTS	75
H.22 TEAMING LIMITATIONS AND RESPONSIBILITIES	75
H.23 EXERCISE OF THE CONTRACT OPTION PERIOD	75
SECTION I - CONTRACT CLAUSES	76
I.1 TASK ORDER CLAUSES	76
I.1.1 Department of Defense Agency-Specific Required Provisions and Clauses	76
I.1.2 Department of Labor Agency-Specific Required Provisions and Clauses	76
I.2 MASTER CONTRACT CLAUSES	76
I.2.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)	76
I.2.2 GSAR 552.252-6 Authorized Deviations in Clauses. (NOV 2021) (Deviation FAR	
52.252-6)	79
I.2.3 General Services Acquisition Manual / Regulation (GSAM/R), Clauses Incorporated	Ву
Reference	
I.2.4 FAR and GSAM/R Clauses in Full Text	80
I.2.4.1 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems	3.
(NOV 2021)	80
l.2.4.2 FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders-Prohibition	
- Alternate I (DEC 2023)	
I.2.4.3 FAR 52.216-18 Ordering. (APR 2023) (DEVIATION)	
I.2.4.4 FAR 52.216-19 Order Limitations. (OCT 1995)	
I.2.4.5 FAR 52.216-22 Indefinite Quantity. (APR 2023) (DEVIATION)	88
I.2.4.6 FAR 52.217-8 Option To Extend Services. (NOV 1999)	88
I.2.4.7 FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)	88
I.2.4.8 FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)	89
I.2.4.9 FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)	
I.2.4.10 GSAR 552.216-75 Transactional Data Reporting. (MAY 2023) (DEVIATION)	90
I.2.4.11 GSAR 552.242-99 Cancellation (Non-Schedules) (Apr 2023)	92
SECTION J - LIST OF ATTACHMENTS	
J.1 MASTER CONTRACT ATTACHMENTS	
J.2 RFP SOLICITATION ATTACHMENTS	93

#### **SECTION A - SOLICITATION/CONTRACT FORM**

The SF33 must be completed as described in Section L.

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

#### **B.1 GENERAL**

The One Acquisition Solution for Integrated Services (OASIS)+ Multi-Agency Contract (MAC) is a Government-wide, multiple award, Indefinite Delivery, Indefinite Quantity (IDIQ) acquisition program for services. The program is designed to address agencies' need for a full range of service requirements that integrate multiple service disciplines and ancillary services/products with the flexibility for commercial and non-commercial requirements, all contract types and pricing determined at the task order level to achieve a total solution. New services may be added to this contract throughout the life of the program and; procedures are found in Section H.18. The Contractor shall provide all management, supervision, labor, facilities and materials necessary to perform each requirement solicited through the contract on a task order basis.

Hereafter, the family of OASIS+ services contracts will also be referred to as the "Master Contract(s)." The OASIS+ family of contract programs includes the following contract vehicles:

- 1. Unrestricted (UR) Contract
- 2. 100 percent Small Business (SB) Set-aside Contract
- 3. 100 percent Women-Owned Small Business (WOSB) Set-aside Contract
- 4. 100 percent 8(a) SB Set-aside Contract
- 100 percent Service Disabled Veteran Owned Small Business (SDVOSB) Set-aside Contract
- 6. 100 percent Historically Underutilized Business Zone (HUBZone) SB Set-aside Contract

Each individual Master Contract contains shared terms and conditions and specific terms and conditions unique to the Contractor's socioeconomic status (e.g., 8(a) and Small Business) and Domains. The term "Domain" is defined in Section C.2. Task orders issued under the OASIS+ program Master Contracts may hereafter be referred to as "Orders."

The OASIS+ HUBZone Master Contract will include seven Domains when initially launched. The Enterprise Solutions Domain is only included in the Unrestricted Contract, and therefore not available for use within the OASIS+ HUBZone set-aside Master Contracts. In accordance with Section H.18, Adjustment of Scope Under the OASIS+ Master Contract, additional Domains may be added during the life of the contract. Additionally, during the life of the OASIS+ program, the scope of Domains may be adjusted or removed from the contract program entirely, as determined appropriate by the Government.

#### **B.2 AUTHORITY**

The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and non-personal services, or in the case of OASIS+ establish Government-wide contracts to allow the purchase of supplies and non-personal services, on behalf of other agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501). In accordance with Federal Acquisition Regulation (FAR) 17.502-2(b), the Economy Act does not apply to task orders awarded under OASIS+ under the authority of 40 U.S.C. 501.

The Master Contract is available for use by executive agencies and other entities as listed in GSA Order Open Government Partnership (OGP) 4800.2I, Eligibility to Use GSA Sources of Supply and Services; and any future versions of that directive (e.g., OGP 4800.2J, OGP 4800.2K). The GSA Order is publicly available and accessible for review on GSA's website https://www.gsa.gov/directives-library.

#### **B.3 TOTAL SOLUTION**

The Master Contract is designed to be a total solution vehicle for services, allowing commercial and non-commercial solutions at the task order level. Total solution is defined as any combination of direct supplies and services, as well as ancillary supplies and services, that are integral and necessary to the service-based requirements within the scope of the Master Contract and task order award.

For example, a total solution may include any combination of contract types and labor associated with Contiguous United States (CONUS) labor, Outside CONUS (OCONUS) labor, specialized labor, construction wage rate requirements, professional labor, service contract labor standards, covered labor, and other costs such as subcontracts, travel, supplies, materials, equipment, special test equipment, and special tooling.

At the task order level, the Contractor should propose and identify the type of labor and other costs separately in its cost/price proposal and the Ordering Contracting Officer (OCO) should, when appropriate, identify the type of labor and other costs by a separate Contract Line Item Number (CLIN) in the task order award.

#### **B.4 MINIMUM CONTRACT GUARANTEE AND MAXIMUM CONTRACT CEILING**

- (a) Minimum Guarantee. The minimum guaranteed award amount for this IDIQ contract is \$2,500.00 per contract for the full term of the Master Contract. The exercise of the option period does not re-establish a minimum guaranteed award amount.
- (b) The Government has no obligation to issue task orders to the Contractor beyond the amount specified in paragraph (a) of this section. Should the contract expire, be canceled, or be unilaterally terminated for convenience by the Government without the Contractor receiving the minimum guaranteed award amount, the Contractor may present a claim to the Contracting Officer for an amount not to exceed the minimum guaranteed award amount. The minimum guaranteed award amount is not applicable if the contract is terminated for default, is unilaterally canceled at the request of the Contractor, off-ramped due to Contractor non-compliance, novation, or duplicate contract, or as otherwise determined by the Contracting Officer. Additionally, in compliance with Section G.3.1.2, the Contractor must provide demonstrated evidence of submission for all responsive unsuccessful offers submitted under the Master Contract (e.g., record of response correspondence). The entitlement is waived if no claim is submitted to the Contracting Officer within one year of Master Contract termination or expiration.
- (c) Maximum Ceiling. As authorized by CD-2023-01, there is no maximum dollar ceiling for the Master Contract or for each individual task order. An unlimited number of task orders, at any dollar value, may be placed for the term of OASIS+, including the option, if exercised. OCOs will follow applicable regulatory and agency requirements to establish maximum dollar ceilings at the task order level.

#### **B.5 PERFORMANCE-BASED REFERENCE**

Pursuant to FAR 37.102(a)(2), OASIS+ task orders allow for performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- 1. A Firm-Fixed Price Performance-Based Task Order
- 2. A Performance-Based Task Order that is not Firm-Fixed Price
- 3. A Task Order that is not Performance-Based

#### **B.6 TASK ORDER CONTRACT TYPES**

FAR part 16 identifies types of contracts and agreements. For OASIS+ task orders, allowable contract types include:

- FAR subpart 16.2 Fixed-Price Contracts
- FAR subpart 16.3 Cost-Reimbursement Contracts
- FAR subpart 16.4 Incentive Contracts
- FAR 16.601 Time-and-Materials Contracts
- FAR 16.602 Labor-Hour Contracts

Task orders may also incorporate FAR subpart 17.1, Multiyear Contracting and FAR subpart 17.2, Options. OASIS+ supports both commercial and non-commercial requirements. OASIS+ does not allow agreements identified in FAR subpart 16.7.

These contract types can be used individually or in combination within a single task order comprising multiple CLINs.

For cost-reimbursement type task orders, the accounting system requirements at Section G.3.1.9.1 will apply.

#### **B.7 TASK ORDER PRICING (ALL ORDER TYPES)**

OASIS+ HUBZone IDIQ 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+ HUBZone task order.

See Section B.8.6 for Ceiling Rates for time-and-materials (T&M) and labor-hour (LH) Task Orders

#### **B.8 LABOR CATEGORIES**

The Master Contract provides the flexibility to utilize labor categories for CONUS, OCONUS, specialized labor, construction wage rate requirements, professional services, service contract labor standards, or any combination thereof, at the task order level. The OCO is the authority in establishing what kind of labor is appropriate for each task order requirement.

OCOs have the following flexibilities regarding labor categories that may be utilized:

- 1. OASIS+ standardized labor categories; or
- 2. Contractor proposed custom or specialized labor categories that are non-standard; or
- 3. OCO-directed non-standard custom or specialized labor categories that are customized to the requirement.

#### **B.8.1 CONUS Standardized Labor Categories**

CONUS labor is defined as in-scope labor being performed in the 48 contiguous states plus the District of Columbia.

The Master Contract provides for standardized labor categories in CONUS for utilization at the

task order level. CONUS standardized labor is defined as all labor for which the expertise required or duties performed are within the scope of the Master Contract and task order in accordance with labor categories set forth in Attachment J-1, OASIS+ Labor Categories and Bureau of Labor Statistics Standard Occupational Classifications.

CONUS standardized labor categories 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 at www.bls.gov. CONUS standardized labor categories are individual labor categories that are mapped to a single SOC and functional description.

The Contractor may propose CONUS standardized labor when proposing a total solution; however, the OCO will determine whether circumstances merit the use of CONUS standardized labor. CONUS standardized labor categories are encouraged but not mandatory for use at the task order level. The OCO should indicate in the task order solicitation whether or not Contractors shall submit labor pricing using the Master Contract's CONUS standardized labor categories in their task order proposals. If non-standardized labor categories are used at the task order level, the Contractor is required to map awarded labor categories to the standardized labor categories when reporting in accordance with Section G.3.2.4 and the seniority levels in Attachment J-1 (e.g. Junior, Journeyman, Senior, Subject Matter Expert (SME)).

The Contractor shall be proficient in the use of the BLS SOC system and CONUS standardized labor categories identified in Attachment J-1, OASIS+ Labor Categories and Bureau of Labor Statistics Standard Occupational Classifications, in support of submitting cost/price proposals under task order solicitations that require CONUS standardized labor category submissions.

#### **B.8.2 OCONUS Labor**

OCONUS is defined as in-scope labor being performed outside the 48 contiguous states plus the District of Columbia. OCONUS labor is defined as all labor for which the expertise required or duties performed are within the scope of the Master Contract and task order. The Contractor may propose OCONUS labor when proposing a total solution; however, the OCO will determine whether circumstances merit the use of OCONUS labor. If non-standardized labor categories are used at the task order level, the Contractor is required to map awarded labor categories to the standardized labor categories when reporting in accordance with Section G.3.2.4 and the seniority levels in Attachment J-1 (e.g. Junior, Journeyman, Senior, Subject Matter Expert (SME)).

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 regulation for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. Contractor civilians assigned to foreign areas may receive the allowances and benefits in the DSSR, but they shall not receive allowances 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 part 31, Contract Cost Principles and Procedures, and other applicable regulatory supplements.

#### **B.8.3 Custom or Specialized Labor**

Custom or specialized labor is defined as any labor for which the expertise required or duties performed are within the scope of the Master Contract and task order, but are not identified by the standardized labor categories.

When CONUS standardized labor categories are not mandatory or not able to be mapped directly by the Contractor, the Contractor may propose specialized labor when proposing a total solution; however, the OCO will determine whether circumstances merit the use of specialized labor.

#### **B.8.4 Construction Wage Rate Requirements**

When labor for construction, alteration and repair are within the scope of the Master Contract and task order, construction wage rate requirements shall be implemented in accordance with FAR subpart 22.4 and other regulatory supplements, as applicable. The OCO shall identify such work in the task order solicitation and make a determination as to whether wage determinations are to be applied.

The Department of Labor (DOL) is responsible for issuing wage determinations reflecting prevailing wages, including fringe benefits. Determinations are issued for different types of construction, such as building, heavy, highway, and residential (referred to as rate schedules), and apply only to the types of construction designated in the determination.

The Master Contract includes a list of clauses and/or provisions at Section I.1.2 that flow down to the task order level when construction, alteration, and repairs are within the scope of the task order. The OCO shall incorporate any additional appropriate clauses and provisions in each task order solicitation and subsequent award when construction, alteration, and repairs are within the scope of the Master Contract and task order requirement. When applicable, the OCO shall incorporate wage determinations subject to construction wage rate requirements in the task order award.

#### **B.8.5 Service Contract Labor Standards**

When Service Contract Labor Standards (SCLS) are within the scope of the Master Contract and task order, wage rate requirements shall be implemented in accordance with FAR subpart 22.10 and other applicable regulatory supplements. The OCO shall identify such work in the task order solicitation and make a determination as to whether wage determinations are to be applied.

The DOL is responsible for issuing wage determinations reflecting prevailing wages, including fringe benefits. Contractors performing on task orders, where service contract labor standards apply, shall pay their employees at least the wages and fringe benefits found by the DOL to prevail in the locality of the work being performed, the Fair Standards Labor Act, and/or any applicable collective bargaining agreement.

The Master Contract includes a list of clauses and/or provisions at Section I.1.2 that flow down to SCLS-applicable task orders. The OCO shall incorporate any additional appropriate clauses and provisions in each task order solicitation and subsequent award when service contract labor standards apply. When applicable, the OCO shall incorporate wage determinations subject to wage rate requirements in the task order award.

#### B.8.6 Requirements For Labor Under Time & Material and Labor Hour Task Orders

When preparing solicitations for commercial or non-commercial T&M and/or LH type task orders, the OCO shall incorporate one of the following provisions in the task order solicitation.

- a. FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition with Adequate Price Competition. For Department of Defense (DoD) requirements, when selecting FAR 52.216-29, the OCO shall also select Defense Federal Acquisition Regulation Supplement (DFARS) 252.216-7002, Alternate A Time-and-Materials/Labor-Hour Proposal Requirements Non-Commercial Item Acquisition with Adequate Price Competition
- b. FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition without Adequate Price Competition
- c. FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition

T&M and LH task orders require labor categories and their associated rates to be identified in the task order award document. T&M and LH task orders with subcontracts that do not specify a labor category in the task order shall be proposed and awarded as Materials in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

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, the OASIS+ HUBZone IDIQ establishes maximum allowable labor rates in the form of fully burdened ceiling rates for certain non-custom, CONUS, T&M/LH labor for both Government and Contractor Sites. Based on the specific task order requirements, the OCO is authorized to exceed the OASIS+ SB ceiling rates for those labor categories that include Secret/Top Secret/Sensitive Compartmented Information (SCI) labor and/or OCONUS locations, if necessary.

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

In order to determine future year T&M/LH ceiling rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average of the annual Bureau of Labor Statistics (BLS) Employment Cost Index (ECI), for the previous three years, (Wages and salaries for Private industry workers in All industries and occupations, 12-month percent change).

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

See Section F.3, Period of Performance, for the OASIS+ HUBZone IDIQ and task orders awarded under the master contract.

#### **B.9 TRAVEL PRICING (ALL ORDER TYPES)**

Travel may be required to support the requirements of this contract and as stated in individual task orders. For those task orders requiring travel, the Contractor must include estimated travel requirements in the task order proposal as required by the OCO. All travel shall be in accordance with the Federal Travel Regulation (FTR) [as applicable] and all lodging shall be at or below allowable, published lodging rates for the respective locality, unless an exception applies. The Contractor is required to ensure good stewardship of travel funds, and shall seek rates lower than the approved FTR lodging rates whenever possible.

#### **B.10 WORK OUTSIDE THE CONTIGUOUS UNITED STATES**

It is anticipated there may be task orders under this Master Contract with performance OCONUS. The DSSR is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. OCOs are authorized to select a foreign area pricing approach consistent with the DSSR tailored to their order requirements.

If a task order request for proposal (TORFP) includes foreign area work and the OCO has not identified a preferred foreign area pricing approach, Contractors may include a foreign area pricing approach consistent with the DSSR in their response to a TORFP. OCOs will determine if the approach results in a fair and reasonable price in accordance with the DSSR, FAR subpart 15.4, Contract Pricing, and FAR part 16, Types of Contracts as applicable. Upon request of the OCO, the Contractor must provide data other than certified cost or pricing data (FAR 15.403-3) to support its task order proposal(s).

#### **B.11 OASIS+ CONTRACT ACCESS FEE**

GSA's operating costs are reimbursed through a Contract Access Fee (CAF) charged on all orders placed against the Master Contract. The CAF is paid by the ordering agency but remitted to GSA by the Contractor. GSA maintains the unilateral right to establish and change the CAF rate. GSA will provide at least a 60-day notice prior to the effective date of any change to the CAF rate or payment process.

The CAF rate, which is currently 0.15%, is applied to the total amount billed on each invoice (including ancillary support, travel, and profit).

Using the established CAF rate, the Contractor must include the estimated CAF in each task order proposal based on the total estimated order value. The Contractor must include the CAF as a separate line item on all proposals and invoices to the Government, regardless of contract type. The CAF is established by GSA, and must never be treated as a negotiable element between the Contractor and the ordering agency. If the Contractor does not ensure a separate CAF CLIN is included in its task order proposal and resulting task order award, the Contractor shall still be liable to pay the owed CAF to the Government.

#### **B.12 OASIS+ SUBMISSION PORTAL**

The OASIS+ Submission Portal (OSP) is a software application the Government intends to use for OASIS+ proposal submission, proposal evaluation, and contract management (including the point of entry and release for all solicitations and management of the fair opportunity process under OASIS+). The Government reserves the right to change systems related to the solicitation, evaluation, award and administration of the OASIS+ contracts at any time during the life of the program.

(End Of Section B)

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

#### C.1 SCOPE

The objective of this contract is to provide Government agencies with total integrated solutions for a multitude of services-based requirements on a global basis. These services requirements may call for solutions that cross multiple disciplines, include ancillary support, may be commercial and/or non-commercial, 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.

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

The contract scope is organized by Domains. The term Domain refers to functional groupings of related services spanning multiple North American Industry Classification System (NAICS) codes. Domains are designed to align order requirements to qualified industry partners. When issuing task order solicitations, the OCO will select (1) the Domain best aligned to their requirements and (2) the NAICS under that Domain best aligned to the principal purpose of the work. The chosen order-level NAICS will determine the size standard based on the awardee's size at the time of the IDIQ offer for that NAICS, unless the OCO's order solicitation explicitly requires a size re-representation from all offerors at the order level.

#### C.1.1 North American Industry Classification System

Pursuant to 13 CFR § 121.402(c)(1)(ii), multiple NAICS codes and corresponding SB size standards are assigned to this contract (at the Master Contract level) as detailed in section C.2. Each Domain is limited to the NAICS codes specifically listed under that Domain.

<u>OASIS+ Solicitation NAICS Code</u>: For administrative purposes only, the OASIS+ Solicitation is assigned a single NAICS Code (541990) which represents the preponderance scope of the OASIS+ Contract Program as a whole.

OASIS+ Primary NAICS Codes Assigned at the Individual Master Contract Level: The OASIS+ process of NAICS Code assignment at the individual Master Contract level is for administrative purposes, and will ensure proper socioeconomic and size status reporting at the task order level. Due to a limitation with the Federal Procurement Data System (FPDS), only a single NAICS Code may be assigned to a contract and subsequently reported with each contract action (i.e., task order); therefore, each Contractor will be assigned a single Primary NAICS Code to its Master Contract based on its awarded Domains (CLINs). The Primary NAICS Code for all OASIS+ SB contracts will be selected and assigned based on the largest size standard within its awarded Domains. When the OASIS+ Contracting Officer (CO) assigns a Primary NAICS Code, employee-based size standards take precedence over NAICS Codes based on annual receipts. See Section M.3 for a limited exception to this rule. This is critical to ensure Contractors are not locked out of Domain fair opportunity during re-representation in accordance with Section G.3.1.7.2, as long as they are otherwise eligible based on their size standard at time of rerepresentation. This Primary NAICS Code will be reflected in each awarded contract and associated FPDS record. However, assignment of a Primary NAICS Code does not limit Contractors' eligibility to respond to task order solicitations or perform work outside of the NAICS Code assigned as their Primary NAICS Code on their contract. Contractors will be eligible to compete for applicable task orders within all awarded Domain CLINs (NAICS Codes), which represent the Contractor's specific fair opportunity pools. Fair opportunity will be managed in the OSP, which will be the mandatory, sole system for OCOs to issue task order solicitations. The Contractor will only be included in and allowed to compete under the CLINs (NAICS Codes) where they represented (and subsequently re-represent) as a small business concern for the

corresponding size standard, and are otherwise eligible under the socioeconomic contract vehicle.

Example: Contractor ABC submits a proposal for consideration under the OASIS+ HUBZone solicitation for three Domains:

- Technical and Engineering Domain
- Research and Development
- Intelligence Services

Contractor ABC qualifies for and is awarded all CLINs within the three Domains. Among Contractor ABC's awarded Domains, the largest receipts-based size standard is \$47.0M (541330 exceptions), and the largest employee-based size standard is 1,500 employees (541715 exceptions). Refer to the NAICS Codes and size standards in the table at Section C.2. Contractor ABC would be assigned NAICS Code 541715 with a corresponding size standard of 1,500 employees to their Master Contract. NAICS Code 541715 would be reflected in their Master Contract FPDS record and all task orders awarded under this Master Contract. This assigned NAICS Code would not limit Contractor ABC's eligibility to respond to task order solicitations or perform work outside of its assigned Primary NAICS Code. Contractor ABC would be eligible to compete for and be awarded task orders in the Technical and Engineering Domain, Research and Development Domain, and Intelligence Services Domain.

Once Federal regulations and systems can accommodate, GSA anticipates issuing a mass modification to all awarded contracts in accordance with Section H.19 to include the assignment of multiple NAICS Codes and corresponding size standards within each Domain in FPDS.

As part of initial proposal submission, GSA is requiring all Contractors to represent size status for each NAICS Code within the awarded Domain(s), including exceptions where applicable, to ensure fair opportunity within each Domain. Contractors will be awarded only the Domain CLINs in which the entity represents that it is a SBA-certified HUBZone Small Business concern for the size standard

corresponding with the NAICS Code assigned to each CLIN. The awarded CLINs represent the fair opportunity pools in which the awardee may compete. Offerors will not be awarded any Domain CLINs in which they represent their size as other than small unless an exception to affiliation exists as set forth in 13 CFR § 121.103(b). The chosen order-level CLIN will determine the NAICS Code and corresponding size standard based on the awardee's size at the time of IDIQ offer (or most recent Master Contract re-representation) for that NAICS Code, unless the OCO's task order solicitation explicitly requires a size re-representation from all Offerors at the order level.

#### C.1.2 HUBZone Small Business Certification

A concern must be certified by the SBA as a HUBZone Small Business pursuant to 13 CFR § 126.601 and FAR 19.1303 in order to be awarded a HUBZone set-aside contract.

#### **C.2 PERFORMANCE AREAS - DOMAINS**

Within each section below, an overview of the scope of each Domain is provided, followed by examples of work to be performed relative to task order requirements. Examples are not meant to be all-inclusive, but rather general indications of the types of services within the scope of each Domain. Other services that adhere to the definitions referenced below are within scope and are allowable to provide a total solution to meet an agency's mission needs. The Domains that are currently within scope of the Master Contract are:

- · Management and Advisory
- Technical and Engineering
- Research and Development
- Intelligence Services
- Environmental Services
- Facilities
- Logistics

Section H.18 explains the process GSA will utilize to add, delete, or edit the scope of the Domain structure and functional groupings in the Master Contract.

#### C.2.1 Management and Advisory Domain

This Domain includes a full range of management and consulting services that can improve a Federal agency's performance, its endeavors to meet mission goals, and provide operating advice and assistance on administrative and management issues. Management and Advisory Domain scope areas include, but are not limited to:

·Acquisition & grants management support ·Business case development/analysis support	Interface management
• • • • • • • • • • • • • • • • • • • •	Investigative services
·Business consulting	·Knowledge based acquisition
·Business intelligence support	·Knowledge management
Business process improvement	Leadership & organizational assessments
·Business process reengineering	·Long range planning, futures, & forecasting
·Change management	·Manpower estimating
·Concept development & requirements analysis	·Policy analysis
·Configuration management	·Project management, program management,
·Cost/schedule/performance analysis	integrated program management
& improvement	·Program documentation
·Cost estimation & analysis	·Coordination with law/policy making entities
·Cost/performance trade-off analysis & studies	·Regulatory compliance support
Decision analysis	·Requirements management
·Earned value management (EVM) analysis	·Risk assessment, mitigation, & management
·Ebusiness support	·Stakeholder requirements analysis
·Executive-level administrative support	·Strategy development
·Governance	·Strategic forecasting & planning
·Horizontal analysis & protection activities	·Technical & analytical support
Information analytics	·Vulnerability assessment
	vulliciability assessificiti
Integration of support systems	

#### C.2.1.1 Management and Advisory Domain NAICS Codes

The following NAICS codes may be used for orders in the Management and Advisory Domain:

NAICS Code & Title	CLIN	Size Standard
541611 Administrative Management and General Management Consulting Services	30101	\$24.5 Million
541612 Human Resources Consulting Services	30102	\$29.0 Million
541613 Marketing Consulting Services	30103	\$19.0 Million
541614 Process, Physical Distribution, and Logistics Consulting Services	30104	\$20.0 Million
541618 Other Management Consulting Services	30105	\$19.0 Million
541620 Environmental Consulting Services	30106	\$19.0 Million
541690 Other Scientific and Technical Consulting Services	30107	\$19.0 Million

541990 All Other Professional, Scientific and Technical Services	30108	\$19.5 Million
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#### C.2.2 Technical and Engineering Domain

This Domain includes requirements to provide specific engineering, geoscience, or other technical professional skills, such as those performed by engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of the Government. Work under this Domain typically involves the application of physical laws and principles of engineering in the design; development, and utilization of machines, materials, instruments, processes, and systems; and providing expert advice and assistance on technical functions and issues. Technical and Engineering Domain scope areas include, but are not limited to:

·Advanced technology pilot & trials	Operational test & evaluation
·Alternative energy sources & engineering	Optical engineering
·Capabilities integration & development	·Program analysis
·Communications engineering	·Quality assurance
·Configuration management	Radar engineering
·Concept development	·Red teaming & wargaming
Data analytics & management	·Requirements analysis (technical)
Design documentation & technical data	·Risk management
Energy services to include management planning	·Scientific (non-R&D) analysis & support
& strategies, audit services &metering	Software development (for IT services involving
·Engineering (aeronautical, astronomical, chemical,	40 USC § 11103 (a) activities)
civil, electrical, materials, mechanical, Etc.)	·Surveying and mapping (except Geophysical)
Engineering process improvement	services
·Environmental engineering	·System design & integration
·Human factors/usability engineering	·System effectiveness & analysis
·Human systems integration	·System engineering
Independent verification & validation	·System safety engineering
·Integration support	·System security & information assurance
·Interoperability	·System verification & validation
·Life cycle management	·Technical assessment, data management, &
·Mission assurance	planning
·Modeling & simulation	Technical documentation
Operation & maintenance or direct support of an	
existing weapon system or major system	

#### C.2.2.1 Technical and Engineering Domain NAICS Codes

The following NAICS codes may be used for orders in the Technical and Engineering Domain:

NAICS Code & Title	CLIN	Size Standard
336611 Ship Building and Repairing	30201	1,300 employees
488190 Other Support Activities for Air Transportation	30202	\$40.0 Million
488999 All Other Support Activities for Transportation	30203	\$25.0 Million
541310 Architectural Services	30204	\$12.5 Million
541330 Engineering Services	30205	\$25.5 Million
541330 (Exception 1) Military and Aerospace Equipment and Military Weapons	30206	\$47.0 Million
541330 (Exception 2) Contracts and Subcontracts for Engineering	30207	\$47.0 Million

Services Awarded Under the National Energy Policy Act of 1992		
541330 (Exception 3) Marine Engineering and Naval Architecture	30208	\$47.0 Million
541350 Building Inspection Services	30209	\$11.5 Million
541360 Geophysical Surveying and Mapping Services	30210	\$28.5 Million
541370 Surveying and Mapping (except Geophysical) Services	30211	\$19.0 Million
541380 Testing Laboratories	30212	\$19.0 Million
541611 Administrative Management and General Management Consulting Services	30213	\$24.5 Million
541690 Other Scientific and Technical Consulting Services	30214	\$19.0 Million
541990 All Other Professional, Scientific and Technical Services	30215	\$19.5 Million
611512 Flight Training	30216	\$34.0 Million

#### C.2.3 Research and Development

This Domain includes any requirements in support of Research and Development (R&D) activities. R&D activities may be aimed at achieving either specific or general objectives. The term R&D includes basic research, applied research and experimental development. Services include conducting R&D in: the physical, engineering and life sciences, Nanotechnology, Biotechnology and social sciences and humanities. The R&D Domain scope areas include, but are not limited to:

- ·Cell & tissue culture & engineering
- ·Conceptual design & modification of product or process alternatives
- ·Design & specification development
- Conducting clinical tests to satisfy requirements prior to commercialization
- ·Decision support sciences
- Design & improvement of manufacturing or production technologies, processes, techniques Design, construction, & testing of pre-production prototypes & models
- Design, development & implementation of new reagents, testing methods or protocols
- ·Design of tools & materials involving new technology
- ·Development of new experimental therapeutic drugs, compounds, or molecules
- Development of tools, resources & procedures relating to advanced biologics, assays & testing
- ·Development of new methods for drug delivery
- ·DNA: genomics, gene probes, DNA sequencing, genetic engineering

- ·Environmental science research
- ·Experimental development
- ·Laboratory & clinical research
- ·Life science research
- ·Mathematical science research
- ·Physical science research
- Biotechnology research & process development
- ·Product experimentation & modification
- Psychological science research
- ·R&D advanced training
- ·R&D of automated processes or robotics
- ·Protein/peptide sequencing & synthesis
- ·Research of new applications for existing products
- Software development or I.T. initiatives related to experimental product or process improvements
- ·Social science research
- ·Special studies & analysis
- ·Technical research consulting, development, and facilitation services
- ·Technology transfer/insertion, training & consulting
- ·Test & evaluation (non-routine) services
- ·Regulatory requirements compliance testing

#### C.2.3.1 Research and Development Domain NAICS Codes

The following NAICS codes may be used for orders in the Research and Development Domain:

NAICS Code & Title	CLIN	Size Standard
541330 Engineering Services	30301	\$25.5 Million
541330 (Exception 1) Military and Aerospace Equipment and Military Weapons	30302	\$47.0 Million
541330 (Exception 2) Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	30303	\$47.0 Million
541330 (Exception 3) Marine Engineering and Naval Architecture	30304	\$47.0 Million
541380 Testing Laboratories	30305	\$19.0 Million
541611 Administrative Management and General Management Consulting Services	30306	\$24.5 Million
541690 Other Scientific and Technical Consulting Services	30307	\$19.0 Million
541713 Research and Technology in Nanotechnology	30308	1,000 employees
541714 Research and Technology in Biotechnology (except Nanobiotechnology)	30309	1,000 employees
541715 Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	30310	1,000 employees
541715 (Exception 1) Aircraft, Aircraft Engine and Engine Parts	30311	1,500 employees
541715 (Exception 2) Other Aircraft Parts and Auxiliary Equipment	30312	1,250 employees
541715 (Exception 3) Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts	30313	1,300 employees
541720 Research and Development in the Social Sciences and Humanities	30314	\$28.0 Million
541990 All Other Professional, Scientific and Technical Services	30315	\$19.5 Million
621511 Medical Laboratories	30316	\$41.5 Million

#### C.2.4 Intelligence Services Domain

This Domain focuses on Command, Control, Communications, Intelligence, Surveillance, and Reconnaissance mission requirements. Organizational and Technological capabilities improve situational awareness and enhance command and control strategies within defense and intelligence environments. Intelligence Services Domain scope areas include, but are not limited to:

·Assured positioning, navigation & timing	·Intelligence archiving
capabilities support	·Intelligence cataloging
·Prototyping, integrating & testing	·Intelligence retrieval
·Command, power & integration support	·Intelligence management
Counter-IED & minefield detection & neutralization	Measurement and signature intelligence
·Counterintelligence (CI)	(MASINT)
Cyberspace operational support	Mission command, planning & application
·Cyber & tactical network science	·Network visualization
Detection & neutralization of explosive hazards	·Night vision, electronic, & optical surveillance
·Electro-optical/infrared surveillance	Offensive & defensive cyber operations
·Electronic countermeasures	Open source intelligence (OSINT)
·Information superiority support	·Power/energy generation & management
·Electromagnetic spectrum operations	·Product realization engineering
·Field & enterprise intelligence support	·Secure correspondence management
·Geospatial intelligence (GEOINT)	·Signals intelligence (SIGINT)
·Human intelligence (HUMINT)	·Software development (for IT services involving
·Imagery intelligence (IMINT)	40 USC § 11103 (a) activities)
·Integrated power support services	Standardized software framework implementation

Intelligence, information and electronic warfare
Intelligence production, collection, analysis,
exploitation & dissemination
Intelligence, surveillance, reconnaissance, & targeting (ISRT) development & support
Intelligence analysis

Space & terrestrial communications
Specialized functional training
Tactical & strategic network support
Tactical cyberspace operations
Technical Intelligence (TECHINT)
Threat modeling & simulation
Unmanned systems

#### C.2.4.1 Intelligence Services Domain NAICS Codes

The following NAICS codes may be used for orders in the Intelligence Services Domain:

NAICS Code & Title	CLIN	Size Standard
541330 Engineering Services	30401	\$25.5 Million
541330 (Exception 1) Military and Aerospace Equipment and Military Weapons	30402	\$47.0 Million
541330 (Exception 2) Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	30403	\$47.0 Million
541330 (Exception 3) Marine Engineering and Naval Architecture	30404	\$47.0 Million
541611 Administrative Management and General Management Consulting Services	30405	\$24.5 Million
541614 Process, Physical Distribution and Logistics Consulting Services	30406	\$20.0 Million
541618 Other Management Consulting Services	30407	\$19.0 Million
541690 Other Scientific and Technical Consulting Services	30408	\$19.0 Million
541715 Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	30409	1,000 employees
541715 (Exception 1) Aircraft, Aircraft Engine and Engine Parts	30410	1,500 employees
541715 (Exception 2) Other Aircraft Parts and Auxiliary Equipment	30411	1,250 employees
541715 (Exception 3) Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts	30412	1,300 employees
541720 Research and Development in the Social Sciences and Humanities	30413	\$28.0 Million
541990 All Other Professional, Scientific and Technical Services	30414	\$19.5 Million
561499 All Other Business Support Services	30415	\$21.5 Million
561611 Investigation Services	30416	\$25.0 Million

#### C.2.5 Enterprise Solutions Domain - Reserved

This Domain is not available under the OASIS+ HUBZone IDIQ.

#### **C.2.6 Environmental Domain**

This Domain supports agencies in meeting their environmental requirements and streamlining the contracting process by providing a faster, more cost-efficient means to meet environmental objectives. Requirements typically involve multi disciplined teams of scientists, engineers, and other technicians with expertise in areas, such as air and water quality, climate change, asbestos contamination, remediation, ecological restoration, and environmental law. Environmental consulting could consist of support such as Planning and Documentation Services for the

development, facilitation, and coordination of and/or for environmental initiatives or mandates in areas of chemical, radiological, and/or hazardous materials. Environmental Domain scope areas include, but are not limited to:

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- ·Air toxicology, criteria pollutants & greenhouse gas (GHG) emissions strategy & analyses
- Archeological/cultural resource management plans
- ·Archaeological site consulting & preservation
- ·Biomass & biofuel energy strategy & analyses
- ·Carbon capture, utilization & storage
- ·Cleanup and assessment of emerging contaminants (PFAS)
- Climate change studies, planning, policy analysis,
- & mitigation strategies
- ·Consulting on endangered species, wetland & watershed protection
- Crop & tree migration
- ·Cultural resource geographic information services
- ·Emissions reduction strategy & analyses
- (locomotives, marine vessels, aircraft, etc.)
- ·Environmental consulting
- ·Environmental education
- ·Environmental emergency response
- ·Environmental engineering
- ·Environmental information management
- ·Environmental impact assessment
- ·Environmental justice & equity
- Environmental management & monitoring
- ·Environmental remediation
- ·Environmental risk assessment
- ·Environmental, social, & governance (ESG) data & reporting
- ·Environmental toxicology
- ·Forest land fire management planning

- ·Geographical information systems (GIS) support
- ·Hazardous material management, planning, disposal & remediation
- Human migration due to climate change
- ·Laboratory (environmental) testing
- Land use planning
- ·Mapping, cartography & integrated mapping from various data sources
- Migration pattern analysis
- ·Munitions / unexploded ordnance cleanup
- Natural resource management & planning
- Pollutant contamination planning, assessment & mitigation
- ·Reclamation services
- Regulatory development and compliance
- Remote sensing for environmental studies
- ·Terrestrial, marine, atmospheric measuring & management
- ·Thermal mapping
- Sea-level rise analysis & response
- Sediment management
- ·Storage tank (above & below ground) removal
- Stormwater management
- ·Sustainability & decarbonization strategy & reporting
- Vegetation & topography mapping
- Vehicle fleet electrification support
- Water and/or wastewater and/or groundwater monitoring
- ·Water and/or wastewater infrastructure
- ·Water conservation and/or pollution prevention
- Watershed characterization & assessment

#### C.2.6.1 Environmental Domain NAICS Codes

The following NAICS codes may be used for orders in the Environmental Domain:

NAICS Code & Title	CLIN	Size Standard
541330 Engineering Services	30601	\$25.5 Million
541360 Geophysical Surveying and Mapping Services	30602	\$28.5 Million
541380 Testing Laboratories	30603	\$19.0 Million
541620 Environmental Consulting Services	30604	\$19.0 Million
541690 Other Scientific and Technical Consulting Services	30605	\$19.0 Million
541990 All Other Professional, Scientific and Technical Services	30606	\$19.5 Million
561210 Facilities Support Services	30607	\$47.0 Million
562112 Hazardous Waste Collection	30608	\$47.0 Million
562211 Hazardous Waste Treatment and Disposal	30609	\$47.0 Million
562910 Remediation Services	30610	\$25.0 Million

562910 (Exception) Environmental Remediation Services	30611	1,000 employees
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#### C.2.7 Facilities Domain

Services in this Domain include any and all services required to maintain and operate buildings, paved services, utilities infrastructure, and real property assets and equipment. This could include major facilities support such as DoD installations, hospitals, cemeteries, and other Federal or industrial real property, but does not include major/primary purpose construction. GSA has included a wide range of services found in facilities contracts because of their historical use to support total facilities solutions. Facilities Domain scope areas include, but are not limited to:

- ·Airfield lighting services
- ·Airport security services & surveillance
- ·Alarm and security system maintenance
- ·Architectural & framework building maintenance services
- ·Base operation support services
- ·Building inspection services (including OSHA)
- ·Building management services
- ·Cathodic protection & corrosion control
- ·Cemetery maintenance
- ·Civil engineering services
- ·Commissioning services
- ·Communication services general
- ·Communication services telecommunications
- ·Community center management
- ·Conference center support
- ·Custodial services
- ·Electrical services (electrical maintenance)
- ·Elevator services (elevator maintenance)
- ·Elevator inspection services
- ·Emergency management services
- ·Energy management control systems (EMCS)
- ·Energy and water conservation management and reporting
- Engineering management services
- ·Engineering to support installation of facility
- resource & optimization (R&O) decisions to distribute limited & scarce future funding
- ·Engineering to support construction cost estimates
- ·Engineering services to provide general
- management over current & future maintenance
- ·Environmental compliance & conservation
- ·Environmental pollution prevention
- ·Equipment and electronics maintenance
- ·Facility & installation maintenance services
- ·Fire alarm/fire suppression (fire suppression
- system preventative maintenance & repair)
- · Fire alarm system maintenance & repair
- · Fire protection and emergency services
- · Fitness / Sport Center Management

- ·Force protection assets & entry control points
- Fuels management
- ·Grounds maintenance
- ·HVAC services (HVAC maintenance)
- ·Infrastructure planning
- Insect & pest control
- Integrated waste management services
- ·Janitorial services
- Landscaping/grounds maintenance
- ·Locksmiths
- ·Logistics planning
- ·Ground transportation services
- Installation deployment readiness center (IDRC)
- ·Mailroom services
- Maintenance of fuel distribution & grounding systems
- ·Material management
- Operations & maintenance (O/M) of facilities
- ·O/M of aerospace facilities & equipment
- O/M of airfields
- ·O/M of electrical distribution & HVAC systems
- ·O/M engineering
- ·O/M of fresh water system
- O/M of historic facilities
- ·O/M of utility & sanitation systems
- Plumbing & pipefitting services
- Pollution prevention & remediation programs.
- Real property management
- Refuse collection and disposal
- Renewable energy systems
- Repair & restoration projects
- Roofing services
- ·Security forces services
- Sensitive Compartmented Information Facilities (SCIF)
- Septic services
- ·Snow removal
- Street sweeping & maintenance
- ·Traffic management
- · Vehicle Management
- · Water distribution
- · Water tanks
- · Waste management & recycling Services

#### C.2.7.1 Facilities Domain NAICS Codes

The following NAICS codes may be used for orders in the Facilities Domain:

NAICS Code & Title	CLIN	Size Standard
238160 Roofing Contractors	30701	\$19.0 Million
238210 Electrical Contractors and Other Wiring Installation Contractors	30702	\$19.0 Million
238220 Plumbing, Heating, and Air Conditioning Contractors	30703	\$19.0 Million
238290 Other Building Equipment Contractors	30704	\$22.0 Million
238320 Painting and Wall Covering Contractors	30705	\$19.0 Million
238990 All Other Specialty Trade Contractors	30706	\$19.0 Million
485999 All Other Transit and Ground Passenger transportation	30707	\$19.0 Million
488190 Other Support Activities for Air Transportation	30708	\$40.0 Million
488490 Other Support Activities for Road Transportation	30709	\$18.0 Million
488999 All Other Support Activities for Transportation	30710	\$25.0 Million
531311 Residential Property Managers	30711	\$12.5 Million
531312 Nonresidential Property Managers	30712	\$19.5 Million
541320 Landscape Architectural Services	30713	\$9.0 Million
541330 Engineering Services	30714	\$25.5 Million
541350 Building Inspection Services	30715	\$11.5 Million
541611 Administrative Management and General Management Consulting Services	30716	\$24.5 Million
541614 Process, Physical Distribution and Logistics Consulting Services	30717	\$20.0 Million
541690 Other Scientific and Technical Consulting Services	30718	\$19.0 Million
541990 All Other Professional, Scientific and Technical Services	30719	\$19.5 Million
561210 Facilities Support Services	30720	\$47.0 Million
561621 Security Systems Services (except Locksmiths)	30721	\$25.0 Million
561710 Exterminating and Pest Control Services	30722	\$17.5 Million
561720 Janitorial Services	30723	\$22.0 Million
561730 Landscaping Services	30724	\$9.5 Million
561990 All Other Support Services	30725	\$16.5 Million
562111 Solid Waste Collection	30726	\$47.0 Million
562112 Hazardous Waste Collection	30727	\$47.0 Million
562211 Hazardous Waste Treatment and Disposal	30728	\$47.0 Million
811310 Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	30729	\$12.5 Million

#### **C.2.8 Logistics Domain**

Services on this Domain include comprehensive logistics solutions, including planning and designing, implementing, or operating systems or facilities for the movement of supplies, equipment or people by road, air, water, rail, or pipeline. Logistics Domain scope areas include, but are not limited to:

·Analysis & recommendation of support equipment

·Cold chain medical supply services

- ·Deployment logistics
- ·Disaster management/contingency operations
- ·Distribution & transportation
- ·Food & perishable goods supply services
- ·Industrial relocation/expansion services
- ·Infrastructure services (including transportation & delivery)
- Integrated Product Support (IPS) technical requirement creation
- Integrated Product Support (IPS)
- Integrating public & private resources
- ·IPS system design, risk assessment, schedule
- creation, & performance tracking
- Inventory management
- ·Life cycle sustainment
- Logistical studies & evaluation

- Logistics design
- ·Logistics management & support services
- ·Logistics operations support & maintenance
- ·Logistics optimization
- ·Logistics services
- ·Logistics training services
- ·Rapid deployment of supplies & equipment

through communication & logistics systems

- ·Repair & alteration
- ·Resource sourcing global, regional, local, etc.
- ·Specialized cargo management
- ·Supply chain management & provisioning
- Supportability analysis & implementation
- Technology & industrial base
- Test range support
- Value chain management

#### C.2.8.1 Logistics Domain NAICS Codes

The following NAICS Codes may be used for orders in the Logistics Domain:

NAICS Code & Title	CLIN	Size Standard
336611 Ship Building and Repairing	30801	1,300 employees
481211 Nonscheduled Chartered Passenger Air Transportation	30802	1,500 employees
485991 Special Needs Transportation	30803	\$19.0 Million
485999 All Other Transit and Ground Passenger Transportation	30804	\$19.0 Million
488111 Air Traffic Control	30805	\$40.0 Million
488190 Other Support Activities for Air Transportation	30806	\$40.0 Million
488999 All Other Support Activities for Transportation	30807	\$25.0 Million
492110 Couriers and Express Delivery Services	30808	1,500 employees
493110 General Warehousing and Storage	30809	\$34.0 Million
493120 Refrigerated Warehousing and Storage	30810	\$36.5 Million
493190 Other Warehousing and Storage	30811	\$36.5 Million
541330 Engineering Services	30812	\$25.5 Million
541614 Process, Physical Distribution and Logistics Consulting Services	30813	\$20.0 Million
541690 Other Scientific and Technical Consulting Services	30814	\$19.0 Million
541990 All Other Professional, Scientific and Technical Services	30815	\$19.5 Million
561210 Facilities Support Services	30816	\$47.0 Million
811114 Specialized Automotive Repair	30817	\$9.0 Million
811121 Automotive Body, Paint and Interior Repair and Maintenance	30818	\$9.0 Million
811198 All Other Automotive Repair and Maintenance	30819	\$10.0 Million

#### **C.3 SCOPE OF FUTURE DOMAINS**

GSA may introduce new Domains at its discretion, as detailed in Section H, if in the best interest of the Government, for example: to satisfy gaps in existing Best-in-Class (BIC) solutions,

anticipated demand changes, emerging Administration directives, etc. This Section C applies only to the Domains referenced in Sections C.2.1 through C.2.8. Should future Domains be added, Section C will be updated accordingly to define the scope of those Domains. Domains anticipated to be included in future amendment(s) include, but are not limited to:

- Business Administration
- Financial Services
- Marketing & Public Relations
- Social Services
- Human Capital

NAICS Codes associated with these Domains will be identified as part of the future amendment(s).

#### C.4 INFORMATION TECHNOLOGY & NON-INFORMATION TECHNOLOGY

Information Technology (IT), by 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, if the equipment is used by the agency directly or is used by a Contractor under a contract with the agency that requires 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 the Domains detailed in Section C.2, and may be performed only when the service or product is integral and necessary to complete a total integrated solution. "Non-IT" includes any service or equipment that is acquired by a Contractor incidental to a contract or contains embedded IT that is used as an integral part of the service or product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. (For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment where IT is integral to its operation, is non-IT).

Non-IT also includes any equipment or services related to a National Security System in accordance with (IAW) 40 USC § 11103 (a). The term "National Security System" means a telecommunications or information system operated by the Federal Government, the function, operation, or use of which involves intelligence activities, cryptologic activities related to national security, command and control of military forces, equipment that is an integral part of a weapon or weapons system; or, is critical to the direct fulfillment of military or intelligence missions, not including a system to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications).

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

Non-IT professional services are not considered ancillary support services. Non-IT professional services are considered to be within the primary scope of the Domains detailed in C.2.

#### **C.5 SERVICES NOT IN SCOPE**

The Government shall not issue a task order for and the Contractor shall not accept or perform work for the following services:

Any requirement for Inherently Governmental Functions as defined in FAR 2.101.

- Any requirement for Personal Services as defined in FAR 2.101.
- Any requirement whose principal purpose as determined by the OCO falls under the scope of FAR part 36 - Construction and Architect-Engineer Contracts.
- Any requirement whose principal purpose as determined by the OCO is in a NAICS Code not listed under the corresponding Domain solicited.

#### C.6 OTHER DIRECT COSTS / ANCILLARY SUPPORT SERVICES AND PRODUCTS

Other Direct Costs (ODCs) and ancillary support services are defined as integral and necessary to complete a total integrated solution under a requirement within the scope of the Master Contract. Sub-areas include, but are not limited to, professional and/or non-professional services, commercial and/or non-commercial items, products, equipment (leased or purchased), 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 Attachment J-1, OASIS+ Labor Categories and Bureau of Labor Statistics Standard Occupational Classifications, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Labor Standards or the Davis Bacon Act, if applicable.

OCOs are authorized to include products in their requirements so long as the products are required for the performance of the services being ordered.

#### C.7 PERFORMANCE REQUIREMENTS

The Master Contract is a stand-alone Performance-based Acquisition (PBA) independent from task order PBA requirements. The Master Contract includes post award Master Contract level administration requirements stated throughout Sections F and G.

Critical performance standards are established for the Master Contract in Section F.4, which indicates the deliverable and reporting requirements and associated compliances required by the Government. For task orders issued under the Master Contract, OCO's may develop and execute their own PWS and PBA methods independent of the Master Contract performance requirements and PBA standards.

(End of Section C)

#### **SECTION D - PACKAGING AND MARKING**

#### **D.1 BACKGROUND**

Clauses, provisions, and other terms and conditions regarding packaging and marking will be designated by the OCO at the task order level.

(End of Section D)

#### **SECTION E - INSPECTION AND ACCEPTANCE**

#### E.1 BACKGROUND

Inspection and Acceptance at the Master Contract level involve contract administration duties and deliverables. Inspection and acceptance at the Master Contract level will be conducted by the assigned GSA CO.

The applicable clause to the OASIS+ HUBZone Master Contract is:

#### FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

Clauses, provisions, and other terms and conditions regarding task order inspection and acceptance will be designated by the OCO at the task order level.

(End Of Section E)

#### **SECTION F - DELIVERIES OR PERFORMANCE CLAUSES**

#### F.1 BACKGROUND

Clauses regarding deliveries or performance for the Master Contract are as follows.

FAR	TITLE and DATE	
52.242-15	Stop-Work Order. (AUG 1989)	
52.247-34	F.o.b. Destination. (NOV 1991)	

Clauses, provisions, and other terms and conditions regarding task order deliveries or performance will be designated by the OCO at the task order level.

#### **F.2 PLACE OF PERFORMANCE**

The services to be provided under the Master Contract shall be accomplished at the locations identified in the task order and may include both CONUS and OCONUS locations.

#### F.3 PERIOD OF PERFORMANCE

OASIS+ has a five year base period of performance with one option period of five years that may extend the cumulative term of the contract to ten years in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised. The Master Contract also includes FAR 52.217-8, Option to Extend Services, which may extend this period up to an additional six months, if exercised. The period of performance for the initial Master Contract awards will begin on the date the Notice To Proceed (NTPs) are issued for each contract family (e.g., SB, WOSB, HUBZone, etc.). All Master Contracts awarded after the initial awards must end no later than the end date originally established for the applicable contract family. Therefore, each contract family will have coterminous ending dates, no matter when the contract is awarded. For example, the NTPs for the initial SB contract family awards are issued July 1, 2024, and have a base period end date of June 30, 2029, with an option period end date of June 30, 2034, if exercised. If the solicitation is reopened and new contracts are awarded in January 2025, the new contracts receive their NTP on January 7, 2025, and will have a base period end date of January 6, 2030, with an option period end date of June 30, 2034, if exercised.

Contracts awarded after the initial award date, resulting from an on-ramp/open solicitation period, will not be awarded a full ten year period of performance. Each award made after the initial contract awards will have a base period of no more than five years in length, and will have an option period of less than five years, ensuring at no time will the end date for all contracts awarded under each contract family exceed the end date established by the initial awards for that contract family.

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

Task order option periods may be exercised after the contract term expires as long as the final task order option period does not extend the cumulative term of the task order beyond five years and six months after the OASIS+ contract ordering term ends.

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

#### 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 Sections F.4.1 and F.4.2.

In the event an automated Proposal Management System is not operational, deliverable and reporting requirements designated for input into the system 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.

All business systems and certifications are optional; however, Contractors are encouraged to acquire these systems and certifications because OCOs may require them at the task order level.

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.12 and H.13).

#### F.4.1 Deliverable and Reporting Requirements

The following table contains deliverables and reports required for OASIS+. Task order deliverables and reporting requirements will be specified in the task order. Deliverables or reporting requirements are required until the final task order is closed out for each Contractor. If a deliverable or reporting requirement 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.3.1.1	Contractor Key Points of Contact (POC)	Revisions of Corporate OASIS+ Program Manager (COPM) or Corporate OASIS+ Contract Manager (COCM) POC Information.	days of the substitution. Provide new POC information.	OASIS+ CO via OSP as well as notify via FedConnect
G.3.1.2	Contractor Self- Assessment (CSA)	Document deliverable and reporting requirements and compliance IAW Sections F.4.1 and F.4.2. Annual self-certification that the Contractor is complying with FAR 52.204-25.	Annually during the performance period ending September 30 <sup>th</sup> (due no later than November 15th). Any non-compliant CSA shall be resubmitted within 30 days of receiving the notification of non-compliance from the OASIS+ HUBZone CO.	OASIS+ CO via OSP
G.3.1.3	Insurance	ACORD 25, Certificate of Liability Insurance.	Shall retain current copy of ACORD 25, Certificate of Liability Insurance, for each contract award. Shall be available within	OASIS+ CO via FedConnect and OCOs for affected task orders

			three business days upon request from the OASIS+ HUBZone CO.	
G.3.1.4	Federal Awardee Performance and Integrity Information System (FAPIIS)	FAPIIS reporting.	Semi-Annually starting six months from the anniversary date of the Master Contract's Notice to Proceed.	Website <u>www.SAM.gov</u> and report submitted as part of the CSA IAW G.3.1.2
G.3.1.5	Employment Reports on Veterans	Veterans' Employment and Training Service (VETS)-4212 reporting.	Annually, no later than September 30th of each year.	Website dol.gov/agenci es/vets/programs/vets4212 and report submitted as part of the CSA IAW G.3.1.2
G.3.1.6	Executive Compensation and First-Tier Subcontract Awards Report	Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).	By the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 and annually thereafter (calculated from the Master Contract's Notice to Proceed).	Website FSRS.gov and report as part of the CSA IAW G.3.1.2
G.3.1.7.1	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	If applicable, SF30 Modification and other applicable documents.	Copy of SF30 and other applicable documents showing approval within 30 calendar days of finalization.	OASIS+ CO via FedConnect and OCOs for affected task orders
G.3.1.7.2	Post Award Small Business Program Rerepresentation	If applicable, Small Business Size Recertification subject to FAR 52.219-28.	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 before exercising the option.	OASIS+ CO via FedConnect
G.3.1.9.1.1	Accounting System	If applicable, all updates and status changes, along with correspondence, audit reports, or SF1408 from Defense Contract Management Agency (DCMA), Cognizant Federal Agency (CFA), or Defense Contract Audit Agency (DCAA).	CFA, or DCAA. Provide acceptable	OASIS+ CO via OSP
G.3.1.9.1.2	Purchasing System	If applicable, all updates and status changes, along with correspondence and	Within 15 calendar days of any material changes to the system or after	OASIS+ CO via OSP

		reports from DCMA or CFA that update status.	notification of change in status from DCMA, CFA, or DCAA. Provide acceptable documentation	
			specified in the referenced section.	
G.3.1.9.1.3	Earned Value Management System (EVMS)	If applicable, correspondence and agreements from DCMA or CFA that update status.	Within 15 calendar days of any material changes to the system or after notification of change in status from DCMA, CFA, or DCAA. Provide acceptable documentation specified in the referenced section.	OASIS+ CO via OSP
G.3.1.9.1.4	Property Management System	If applicable, correspondence and reports from DCMA or CFA that update status.	Within 15 calendar days of any material changes to the system or after notification of change in status from DCMA, CFA, or DCAA. Provide acceptable documentation specified in the referenced section.	OASIS+ CO via OSP
G.3.1.9.1.5	Material Management and Accounting System (MMAS)	If applicable, correspondence and audit reports from DCMA, CFA, or DCAA that update status.	Within 15 calendar days of any material changes to the system or after notification of change in status from DCMA, CFA, or DCAA. Provide acceptable documentation specified in the referenced section.	OASIS+ CO via OSP
G.3.1.9.1.6	Estimating System	If applicable, correspondence and audit reports from DCMA, CFA, or DCAA that updates status.	Within 15 calendar days of any material changes to the system or after notification of change in status from DCMA, CFA, or DCAA. Provide acceptable documentation specified in the referenced section.	OASIS+ CO via OSP
G.3.1.9.2	Government Facility Clearance	If applicable, correspondence signed by a Facility Security Officer, screen prints from the Industrial Security Facilities Database and DD	Within 15 calendar days of any change in the status of applicable clearances.	OASIS+ CO via OSP

		Form 441, DD Form 441-1, or SF 328 that updates the current status.		
G.3.1.9.3.1	CMMI Maturity Level	If applicable, correspondence or audit from a CMMI Instituted Certified Lead Appraiser that updates the current status.	Within 15 calendar days of any changes and/or updates to the current certification status.	OASIS+ CO via OSP
G.3.1.9.3.2	ISO 27001:2013 or 27001:2022 Certification	If applicable, correspondence or audit from an ISO 27001 that updates the current status.	Within 15 calendar days of any changes and/or updates to the current certification status.	OASIS+ CO via OSP
G.3.1.9.3.3	ISO 9001:2015 Certification	If applicable, correspondence or audit from an ISO 9001 certification body that updates the current status.	Within 15 calendar days of any changes and/or updates to the current certification status.	OASIS+ CO via OSP
G.3.1.9.3.4	ISO 22301 Certification	If applicable, correspondence or audit from an ISO 22301 certification body that updates the current status.	Within 15 calendar days of any changes and/or updates to the current certification status.	OASIS+ CO via OSP
G.3.1.9.3.5	ISO 21508 Certification	If applicable, correspondence or audit from an ISO 21508 certification body that updates the current status.	Within 15 calendar days of any changes and/or updates to the current certification status.	OASIS+ CO via OSP
G.3.1.9.3.6	ISO 14001:2015 Certification	If applicable, correspondence or audit from an ISO 14001 certification body that updates the current status.	Within 15 calendar days of any changes and/or updates to the current certification status.	OASIS+ CO via OSP
G.3.1.9.3.7	ISO 28001:2007 Certification	If applicable, correspondence or audit from an ISO 28001 certification body that updates the current status.	Within 15 calendar days of any changes and/or updates to the current certification status.	OASIS+ CO via OSP
G.3.1.9.3.8	NSF/ANSI 391.1 Certification	If applicable, correspondence or audit form a NSF/ANSI 391.1 certification body that updates the current status.		OASIS+ CO via OSP

G.3.1.10	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR), Provisional Billing Rates (PBR), or Other Approved Billing Rates	If applicable, correspondence, agreements, and audit reports from DCMA, CFA, orDCAA that update status.	Within 15 calendar days of any material changes to the system or after notification of change in status from DCMA, CFA, or DCAA. Provide acceptable documentation specified in the referenced section.	OASIS+ CO via OSP
G.3.1.12	Service Contract Reporting Requirements for Indefinite Delivery Contracts	For all applicable task orders, reports shall be provided in accordance with FAR 52.204-15 (OCT 2016).		OASIS+ CO via OSP
G.3.1.13	Cybersecurity & Supply Chain Risk Management (C- SCRM) Plan	Submit the C-SCRM Plan within Attachment J-3.	Annually beginning 90 days AFTER the OASIS+ Notice to Proceed.	OASIS+ CO via OSP
G.3.1.14	OASIS+ Data Calls	Surveys or requested information pertaining to the OASIS+ program.	Occasionally conducted by GSA. Contractor shall email response to the OASIS+ Program Management Office (PMO) at the date specified within the data call(s).	OASIS+ PMO via OASISPLUS@gsa.gov
G.3.2.1	Transactional Data	Monthly Sales reporting required IAW GSAR 552.216-75.	Within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month. Data corrections are due within ten calendar days of notification, or as directed by the OASIS+ program.	Electronically via the Government designated system, Sales Reporting System (SRP)
G.3.2.1	Transactional Data	Task Order Award Data.	Within 30 calendar days from task order award.	Electronically via the Government designated system, (SRP)
G.3.2.1	Transactional Data	Task Order Modification Data.	Within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, submit a confirmation of no reportable	Electronically via the Government designated system, (SRP)

			transactional data within 30 calendar days of the last calendar day of the month.	
G.3.2.2	Reporting of OASIS+ IDIQ CLIN	Report IDIQ CLIN for each awarded Task Order.	Within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.	Electronically via the Government designated system, (SRP)
G.3.2.3	Subcontract Reporting	Limitations on Subcontracting Reporting Data IAW FAR 52.219-14.	Report monthly aligned with Transactional Data Reporting (TDR) reporting schedule.	Government designated system, (SRP). Submit negative reports via FedConnect
G.3.2.6	CAF Remittance	CAF remitted for all invoice payments received during the previous quarter.	Quarterly, within 30 calendar days after the end of each calendar quarter.	Electronic Funds Transfer (EFT) via the Government designated system, (SRP)
G.3.4	CTA Disclosure	CTA disclosure on OSP vendor profile for OCO transparency.	Upon award of the IDIQ; within 30 calendar days upon any update or change to the CTA.	OASIS+ CO via OSP
G.4	Task Order Closeout Verification/ Validation	Verification/ Validation of Task Order data elements.	Within six months after Task Order Period of Performance end date; errors corrected within 30 calendar days.	Electronically via the Government designated system, (SRP)

#### 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 require other compliances in order to align the OASIS+ contract with new statutory or regulatory requirements. The Government will provide the Contractor with at least 45 days' notice of these requirements.

SECTION	REFERENCE	COMPLIANCE
		The Contractor shall maintain responsive and competent Contractor Key Points of Contact.
G.3.1.2	CSA	The Contractor shall submit timely and accurate self-assessments reports reflecting compliance with the Master Contract requirements.
G.3.1.3	Insurance	The Contractor shall submit timely and accurate Certificates of

		Insurance and maintain adequate insurance coverage at the OASIS+ and task order level.
G.3.1.4	Responsibility and 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.3.1.5	Employment Reports on Veterans	The Contractor shall report timely and accurate VETS 4212 reports on the DOL website and send confirmation to the OASIS+ HUBZone CO.
G.3.1.6	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+ HUBZone CO.
G.3.1.7.1	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, if applicable.
G.3.1.7.2	Post-Award Small Business Program Rerepresentation	If applicable, the Contractor shall report timely and accurately their small business program rerepresentation and update <a href="https://www.SAM.gov.">www.SAM.gov.</a>
G.3.1.9.1.1	Accounting System	The Contractor shall maintain an adequate accounting System and submit updates to the current status, if applicable.
G.3.1.9.1.2	Purchasing System	The Contractor shall maintain an approved purchasing system and submit updates, if applicable.
G.3.1.9.1.3	EVMS	The Contractor shall maintain an acceptable EVMS and submit updates, if applicable.
G.3.1.9.1.4	Property Management System	The Contractor shall maintain an acceptable Property Management System and submit updates, if applicable.
G.3.1.9.1.5	MMAS	The Contractor shall maintain an acceptable MMAS and submit updates, if applicable.
G.3.1.9.1.6	Estimating System	The Contractor shall maintain an acceptable Estimating System and submit updates, if applicable.
G.3.1.9.2	Government Facility Clearance Level (FCL)	The Contractor shall maintain or exceed their FCL and submit updates, if applicable.
G.3.1.9.3.1	CMMI Maturity Level	The Contractor shall maintain or exceed their CMMI Maturity Level and submit updates, if applicable.
G.3.1.9.3.2	ISO 27001:2013 or 27001:2022 Certification	The Contractor shall maintain or exceed their ISO 27001:2013 or 27001:2022 Certification and submit updates, if applicable.
G.3.1.9.3.3	ISO 9001:2015 Certification	The Contractor shall maintain or exceed their ISO 9001:2015 Certification and submit updates, if applicable.
G.3.1.9.3.4	ISO 22301 Certification	The Contractor shall maintain or exceed their ISO 22301 Certification and submit updates, if applicable.
G.3.1.9.3.5	ISO 21508 Certification	The Contractor shall maintain or exceed their ISO 21508 Certification and submit updates, if applicable.
G.3.1.9.3.6	ISO 14001:2015 Certification	The Contractor shall maintain or exceed their ISO 14001:2015 Certification and submit updates, if applicable.
G.3.1.9.3.7	ISO 28001:2007 Certification	The Contractor shall maintain or exceed their ISO 28001:2007 Certification and submit updates, if applicable.
G.3.1.9.3.8	NSF/ANSI 391.1 Certification	The Contractor shall maintain or exceed their NSF/ANSI 391.1 Certification and submit updates, if applicable.
G.3.1.10	FPRA, FPRR, PBR, or Other Approved	The Contractor shall maintain their FPRA, FPRR, PBR, and/or other approved billing rates and submit updates, if applicable.

	Billing Rates	
G.3.2 through G.3.2.8	Contractor Reporting Requirements	The Contractor shall report information for all task orders awarded under OASIS+ for the entire duration of the Master Contract and through closeout of all task orders.
H.8.1	Security Clearances	The Contractor shall maintain or exceed their security clearances and submit updates, if applicable.
H.8.2	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.8.2.
H.14	Closeouts	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.
H.15	Limitations on Subcontracting	The Contractor is responsible for managing the balance of workload performed under this Master Contract and meeting the requirements of FAR 52.219-14, Limitations on Subcontracting, by the end of the performance period for each order issued under the contract.
H.16.1	Meetings	The Contractor's Key Personnel shall attend and actively participate in all meetings, including all Program Management Review (PMR) Meetings.
H.17	Cybersecurity & Supply Chain Risk Management (C-SCRM)	The Contractor shall work cooperatively and bilaterally with the OASIS+ PMO in the future implementation of C-SCRM mitigation actions.
H.21	Minimum Contract Sales Requirements	The Contractor must achieve a minimum of \$250,000 in awarded Task Orders prior to the end of the fifth year of the Master Contract's period of performance.
H.22	Teaming Limitations and Responsibilities	The Contractor shall ensure compliance with teaming limitations and responsibilities, as applicable.
L.5.1.4	Meaningful Relationship Commitment Letters (MRCL)	The Contractor shall honor the commitments contained in all MRCLs, if applicable.

### F.5 CONTRACTOR PERFORMANCE

Contractor performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under a previously awarded contract. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; reporting into required databases; record of integrity and business ethics; and business-like concern for the interest of the customer. The OASIS+ CO reserves the right to monitor Contractor performance through other sources (e.g., customer surveys/feedback, OASIS+ task order CPARS, etc.) to ensure satisfactory Contractor performance. Trends of negative (less than satisfactory) performance may result in activation of Dormant Status and/or result in a Contractor being off-ramped (See Sections H.12 and H.13).

### F.5.1 Master Contract Contractor Performance Assessment Reporting System

The OASIS+ CO will not administer the Contractor Performance Assessment Reporting System (CPARS) modules at the Master Contract level. CPARS shall be administered at the task order level and is the sole responsibility of the OCO.

#### F.5.2 Task Order CPARS

The OASIS+ CO does not administer or evaluate task order performance. It is the sole responsibility of the OCO using the process and criteria set forth in CPARS. OCOs shall use CPARS for task orders awarded under the Master Contract, if applicable. CPARS might not be required for certain requirements including but not limited to classified work and intelligence. If a customer agency's policy requires an alternative Past Performance assessment reporting system for a specific task order, the alternative reporting system takes precedence over 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 ordering agency's policies.

#### F.5.3 OASIS+ Performance Management

The OASIS+ program will track Master Contract performance through a performance management tool which will assess each Contractor's adherence to the required compliance and deliverable requirements in Section F.4.1 and F.4.2. Performance reports will be available through the OSP for use by OASIS+ COs to monitor and assess contract compliance in real-time. Through each vendor profile within the OSP, Contractors will have direct insight into the status of their required compliance and deliverable requirements of the OASIS+ Master Contract through a performance report, which will be based on a visualization of the Contractor Self-Assessment (CSA) at Section G.3.1.2. This performance report will not be available for public use, and will only be used by the OASIS+ CO and each Contractor. Contractors will only be able to access their own performance reports. Discrepancies between the report and actual status of compliance and deliverable requirements must be addressed to the OASIS+ CO. This does not constitute the official Past Performance ratings based on FAR subpart 42.15.

(End of Section F)

#### **SECTION G - CONTRACT ADMINISTRATION DATA**

#### **G.1 BACKGROUND**

This section provides roles, responsibilities, and contract administration requirements for the OASIS+ Master Contract. Costs associated with these administration requirements may not be billed as a direct cost to the Government under the OASIS+ Master Contract.

Clauses, provisions, and other terms and conditions regarding task order administration will be designated by the OCO at the task order level.

#### **G.2 ROLES AND RESPONSIBILITIES OF GOVERNMENT KEY PERSONNEL**

This section describes the roles and responsibilities of Government and Contractor personnel.

### **G.2.1 OASIS+ Government Key Personnel**

The Government Key Personnel for the OASIS+ program are the OASIS+ Program Manager (PM), OASIS+ CO, GSA Ombudsman (i.e. Task-Order and Delivery-Order Ombudsman), Master Contract Ombudsman, designated Contract Compliance Analyst (CCA), and OASIS+ Contracting Officer's Representative (COR), if applicable.

#### G.2.1.1 OASIS+ Program Manager

The OASIS+ PM is the primary Government official who performs various programmatic functions, such as business development and industry engagement, with Contractors and customers for the overall success of the OASIS+ program.

### **G.2.1.2 OASIS+ Contracting Officer**

The OASIS+ CO is the sole Government official with authority to interpret, administer, and/or modify the terms and conditions of the Master Contract.

The OASIS+ CO may delegate routine administrative functions to an authorized representative to assist on matters related to the Master Contract's terms and conditions and monitoring Contractor's performance.

GSA reserves the right to assign multiple OASIS+ COs to this contract, each empowered with the same duties and authority.

### G.2.1.3 FAR 52.216-32 Task-Order and Delivery-Order Ombudsman (Alternate I) (Sept 2019)

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

GSA Ombudsman (only for GSA issued Task Orders) 1800 F St NW, 2nd Floor

Washington, D.C. 20405

Email: GSAOmbudsman@gsa.gov

URL to OMBUDSMAN PAGE: www.gsa.gov/ombudsman

- b. Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).
- c. Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.
- d. Contracts used by multiple agencies.
  - 1. This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.
  - The ordering activity has designated the following task-order and delivery-order Ombudsman for this order: Contact information for the GSA Procurement Ombudsman can be found at: <a href="http://www.gsa.gov/ombudsman">http://www.gsa.gov/ombudsman</a>.
  - 3. Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

[End of Clause]

#### G.2.1.3.1 Master Contract Ombudsman

- (a) An OASIS+ Master Contract Ombudsman has been appointed to hear and facilitate the resolution of concerns from OASIS+ Contractors regarding Master Contract issues.
- (b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).
- (c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.
- (d) If resolution cannot be made by the contracting officer, the Contractor may contact the Master Contract Ombudsman:

The Office of Professional Services and Human Capital Categories

Attn: Head of Contracting Activity

The Columbia Bank Center 1301 A Street, Suite 610

Tacoma WA 98401

E-mail: OASISplus@gsa.gov

### **G.2.1.4 Contract Compliance Analyst**

The CCA is a GSA Government official who reviews Contractor records and conducts assessments of Contractor compliance with Master Contract deliverable and reporting

requirements. A CCA may conduct assessments virtually or in person at the Contractor's place of business to assist the Contractor with task order reporting, CAF management, and other general contract administration functions deemed necessary by the Government, or these functions may be performed virtually.

# G.2.1.5 OASIS+ Contracting Officer's Representative

The OASIS+ CO **may** designate one or more representatives to perform specified surveillance functions such as quality assurance and technical review at the Master contract level. A COR has no actual, apparent, or implied authority to contractually bind the Government or change the terms and conditions of the Master Contract.

#### G.2.2 Task Order Key Personnel (Government)

The Key Personnel for pre-award and post-award administration of task orders under the Master Contract are the OCO and the OCO's appointed COR or Contracting Officer's Technical Representative (COTR).

### **G.2.2.1 Ordering Contracting Officer**

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

A warranted CO, as defined in FAR subpart 2.101, may request a Delegation of Procurement Authority (DPA) from the OASIS+ PMO. Only if a DPA is granted from the OASIS+ CO may an OCO solicit and award a task order under the Master Contract. Upon an OASIS+ Contractor's request, the OCO for any specific task order may provide a copy of the applicable DPA to the requesting Contractor.

The OCO is encouraged to contact the OASIS+ PMO for any task order assistance including the following:

- a. Training on the OASIS+ program and ordering procedures.
- b. Task order scope compliance with the Master Contract.
- c. Task order solicitation development.
- d. Assistance on disputes, claims, or protests at the task order level.
- e. Contractor performance issues at the task order level.

#### OCO duties include:

- a. Requesting and receiving a DPA prior to soliciting and awarding a task order.
- b. Issuing Requests For Information (RFIs) and task order RFPs through the Symphony Procurement Suite (Symphony) and reporting task order awards in Symphony.
- c. Adhering to the additional responsibilities defined in the OASIS+ DPA.
- d. Complying with the scope, terms and conditions of the Master Contract, ordering procedures outlined in the OASIS+ ordering guide, FAR 16.505, and other regulatory supplements.
- e. Complying with the FAR or authorized agency supplements, statutes, policies or exceptions thereof;
- f. Ensuring task orders are compliant with statutes, regulations, and any other legal requirements in the event of a Master Contract cancellation.
- g. Identifying the proper NAICS Code and corresponding OASIS+ Domain and CLIN (see Sections C.2 and H.3), commercial or non-commercial items, contract type(s), terms and conditions, and clauses and provisions applicable to the task order solicitation and award.

- h. Determining a contractor's accounting system is adequate before making an award of a cost-reimbursement task order.
- i. Determining the applicability of CAS to any given task order and ensuring the contractor has made the required CAS-related task order solicitation certifications.
- j. Administering task orders issued under OASIS+ from cradle to grave:
  - o Administration of task order award data in Federal Procurement Data System (FPDS) upon task order award, if applicable.
  - o Inclusion and administration of the Contract Access Fee (CAF) CLIN for the base and each option period of the task order and sufficiently funding the CAF for the life of the task order.
  - o Monitoring limitations on subcontracting for each task order in accordance with 13 CFR 125.6(d) "... for a multi-agency set aside contract where more than one agency can issue orders under the contract, the ordering agency must use the period of performance for each order to determine compliance."
  - Administration of task order performance evaluation in Contractor Performance Assessment Reporting System (CPARS), if applicable.
  - o Resolving any performance issues, disputes, claims, or protests at the task order level.
  - o Closing out task orders in a timely manner.
- k. Allowing a reasonable time for fair opportunity proposal submission.
- I. Resolving any performance issues, disputes, claims, or protests at the task order level.
- m. Responding to all Freedom of Information Act (FOIA), Congressional, Inspector General, Small Business Administration, and/or the Government Accountability Office (GAO) requests for task order information.

Contractor employees authorized under FAR subpart 51.1, Contractor Use of Government Supply Sources, to use OASIS+ are considered OCOs and are not required to obtain a DPA as their authority is granted to them by a Federal Government CO administering an applicable contract (e.g., a Federally Funded Research and Development Center). In order to authorize a Contractor employee under FAR subpart 51.1 to use OASIS+, the Federal Government Contracting Officer granting authority shall first obtain an OASIS+ DPA.

#### **G.2.2.2 Task Order Contracting Officer's Representative**

The OCO for each task order may designate a COR or 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 and provided to the Contractor.

#### **G.3 CONTRACT ADMINISTRATION REQUIREMENTS**

This section describes all the administration requirements for the entire duration of the Master Contract and any task orders awarded under the Master Contract.

Failure to meet contract administration requirements may result in activation of Dormant Status and/or Off-Ramping (see Sections H.12 and H.13).

### **G.3.1 General Administration Requirements**

### **G.3.1.1 Contractor Key Points of Contact**

The key points of contact for all Master Contracts awarded under the OASIS+ program are the COPM and the COCM. Additional personnel designations may be required by the OCO at the task order level.

The Contractor shall assign a COPM and a COCM to represent the Contractor as primary POCs to resolve issues and perform administrative duties and other functions that may arise relating to the Master Contract, including task orders solicited and awarded under the Master Contract.

The Contractor shall ensure the OASIS+ CO has current POC information for both the COPM and COCM. The Contractor must notify the OASIS+ CO of any changes to the contact information for its COCM and COPM within five calendar days of the change in accordance with Section F.4.1, Deliverables.

There are no minimum qualification requirements established for the COPM and COCM. The COPM and COCM are not required to be full-time positions; however, the COPM and COCM must be proficient in the performance of their duties.

All costs associated with COPM and COCM duties for the Master Contract shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for COPM and COCM duties may be billed directly to GSA in accordance with the terms and conditions of the Master Contract.

### G.3.1.1.1 Corporate OASIS+ Program Manager

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the OASIS+ program. The Contractor must appoint a COPM to represent the company in all OASIS+ program-related matters until the contract is closed out.

COPM responsibilities include, but are not limited to:

- a. Providing a cohesive partnership between the Contractor, OASIS+ PM, OASIS+ CO, OCOs, and potential Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms of the Master Contract.
- Advising and assisting current and potential Federal agency customers regarding the technical scope of the OASIS+ Master Contract and the overall attributes of the OASIS+ program.
- c. Attending all OASIS+ PMR meetings and other OASIS+ meetings as scheduled.

### G.3.1.1.2 Corporate OASIS+ Contract Manager

The Contractor's corporate management structure shall guarantee senior, high-level, contract management of the OASIS+ program. The Contractor must appoint a COCM to represent the company in all OASIS+ related matters until the contract is closed out.

COCM responsibilities include, but are not limited to:

a. Ensuring that all contract administration functions and reporting information required under the Master Contract are completed accurately, thoroughly, and timely.

- b. Addressing all performance issues related to the Master Contract.
- c. Attending all OASIS+ PMR meetings and other OASIS+ meetings as scheduled.

# **G.3.1.2 Contractor Self-Assessment**

The purpose of the CSA is to support the OASIS+ CO in monitoring the Contractor's compliance with the deliverable and reporting requirements outlined in Sections F.4.1 and F.4.2 of the Master Contract. The CSA includes a status update for all systems and certifications that were claimed in the proposal submission. CSAs will be used to resolve any performance or compliance weaknesses, if necessary. Additionally, the Contractor must include in the CSA demonstrated evidence of submission for all responsive unsuccessful offers submitted under the Master Contract (e.g., record of response correspondence). The OASIS+ CO will provide a standardized template for the Contractor to complete the CSA. The COCM shall submit the CSA to the OASIS+ CO annually using the OSP or other Government-designated system as specified by the OASIS+ CO.

#### G.3.1.3 Insurance

The insurance coverage specified in FAR subpart 28.3 is the minimum insurance coverage required for the entire duration of the Master Contract and each applicable task order that extends beyond the expiration date of the Master Contract.

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

The Contractor shall acquire and maintain insurance coverage for each OASIS+ Master Contract it holds. The Contractor shall retain copies of its ACORD 25 Form, Certificate of Liability Insurance, for each Master Contract awarded under the OASIS+ program. The certificate shall be made available within three business days upon request from the OASIS+ CO and any OCO with an OASIS+ DPA.

#### G.3.1.4 Federal Awardee Performance and Integrity Information System

Subject to FAR 9.104-6, Federal Awardee Performance and Integrity Information System (FAPIIS), and FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters, the Contractor shall update responsibility matters in FAPIIS on a semi-annual basis, throughout the term of OASIS+, by posting the required information in the System for Award Management (SAM). This update applies to each Master Contract held under the OASIS+ program.

#### G.3.1.5 Employment Reports on Veterans

Subject to FAR 22.1306, Department of Labor notices and reports, and FAR 52.222-37, Employment Reports on Veterans, the Contractor shall report veteran employment and hiring data annually to the DOL by filing a VETS-4212, Federal Contractor Veterans' Employment Report.

The Contractor shall provide confirmation of its filing to the OASIS+ CO via the CSA, even if the Contractor has no covered veterans or new employees to report during the reporting period.

### G.3.1.6 Executive Compensation and First-Tier Subcontract Awards Report

Subject to FAR 4.14 and FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, the Contractor shall report executive compensation and first-tier subcontract awards in FSRS, unless an exception applies.

### G.3.1.7 Handling of Size and Status Re-representations

## G.3.1.7.1 Mergers, Acquisitions, Novations, And Change-of-Name Agreements

If the Contractor identifies a successor in interest to its Government contract(s) when its assets are transferred (e.g. by merger, acquisition, or other transaction), recognizes a change in its name, executes novation agreements (FAR 42.1204), change-of-name agreements (FAR 42.1205), or any other agreements that change the status of the Contractor, the Contractor shall notify the OASIS+ CO within 30 calendar days of finalization via FedConnect.

Title 41 U.S.C. 6305 prohibits the transfer of Government contracts from an awardee to a third party. Government contracts cannot be bought and sold. However, GSA may, when in its best interest, novate an awardee's contract to a third party when there is a transfer of all of the awardee's assets or the entire portion of the assets involved in the performance of the Master Contract. In a services contract, assets are generally defined as personnel performing work under the contract being transferred. For companies with task order awards, assets refer to all of the personnel performing those task orders as well as the personnel performing at the Master Contract level (e.g., the COCM and COPM). For companies without task order awards, assets are defined as personnel performing at the Master Contract level only (e.g., the COCM and COPM).

For a novation to be considered, the Contractor shall submit a written request to the OASIS+ CO at the e-mail address identified above, and the following elements shall occur:

- a. The company shall first submit a proposal to the OASIS+ CO under the most recent solicitation of the Master Contract.
- b. The proposal shall achieve an evaluated numerical score that is equal to or higher than the qualification threshold for the applicable Domain(s) included in the solicitation for the most recent on-ramp. If there have been no on-ramps, the proposal shall achieve an evaluated numerical score that is equal to or higher than the qualification threshold for the applicable Domain(s) included in the solicitation at the time of the original Master Contract awards.
- c. Depending on the status of the Contractor's novation, the company must submit the following documentation:
  - i. Where the OASIS+ CO is the responsible CO in accordance with FAR 42.1202, the company shall submit a novation agreement with all the required legal elements in accordance with FAR 42.1204(e). The novation agreement shall include the transfer of personnel performing work under the Master Contract and any awarded task orders, as applicable. OR
  - ii. Where a CO other than the OASIS+ CO is responsible in accordance with FAR 42.1202, the company shall provide a copy of the executed novation agreement to the OASIS+ CO along with a signed copy of the Standard Form(SF) 30 that incorporates a summary of the agreement and includes a complete list of the affected contracts.
- d. The company shall complete post-award small business re-representation as outlined in Section G.3.1.7.2.

- e. When considering whether to recognize a third party as a successor in interest to the Master Contract, the OASIS+ CO shall identify and evaluate any significant organizational conflicts of interest in accordance with FAR subpart 9.5.
  - i. If the OASIS+ CO determines that a conflict of interest exists, but that it is in the best interest of the Government to approve the novation request, one of the original contracts will be off-ramped through a no-cost contract cancellation in accordance with Section H.20. Contracts with active task orders will be placed in Dormant Status in accordance with H.12.

For mergers and acquisitions that do not require novation, the Contractor shall notify the OASIS+ CO via FedConnect and complete post-award small business re-representation as outlined in Subsection G.3.1.7.2.

If the existing Contractor has submitted any outstanding task order proposals, the Contractor must notify the OCO(s) of the merger, acquisition, or novation and resulting business size and socioeconomic status within five calendar days. This notification is required for all mergers and acquisitions whether or not a novation is required. If a task order solicitation was set-aside for small business or a specific socioeconomic concern, and, post-merger, acquisition, or novation, the company would not be eligible in accordance with the applicable size standard and/or socioeconomic status, the OCO has the discretion to eliminate the Contractor's offer from consideration for task order award.

For a change-of-name agreement to be processed by the OASIS+ CO, the Contractor shall submit a written request to the OASIS+ CO via FedConnect including the following:

- a. Where the OASIS+ CO is the responsible CO in accordance with FAR 42.1202, a change-of-name agreement with all the required legal elements in accordance with FAR 42.1205(a); or
- b. Where a CO other than the OASIS+ CO is responsible in accordance with FAR 42.1202, a copy of the executed change-of-name agreement along with a list of all affected contracts.

Upon execution of a novation or change-of-name agreement, the Contractor shall update its profile in all applicable Government systems.

#### G.3.1.7.2 Post Award Small Business Program Rerepresentation

Subject to CFR 13 § 121.404(g)(3) and FAR 52.219-28, Post-Award Small Business Program Rerepresentation and its Alternate I, timely size and HUBZone rerepresentation is required within 60 to 120 days prior to the end of the fifth year of the Contractor's Master Contract, before exercising the option. Furthermore, if a contractor represented that it was a small business concern prior to award of a given CLIN under the Master Contract, the Contractor shall rerepresent its size status upon the occurrence of any of the following:

- a. Within 30 days after execution of a novation agreement.
- b. Within 30 days after a merger or acquisition that does not require a novation.
- c. Within 60 to 120 days prior to the end of the fifth year of the contract, prior to exercising the option period.

The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the NAICS Code assigned to each CLIN awarded under the Contractor's Master Contract, without regard to the date upon which its size status changed.

The Contractor shall make the rerepresentation required by this section as follows:

- By validating or updating all its representations in the Representations and Certifications section of the SAM at <a href="www.SAM.gov">www.SAM.gov</a> and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the OASIS+ CO in writing within the timeframes specified above that the data has been validated or updated, and provide the date of the validation or update.
- 2. If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS Code applicable to the Master Contract, the Contractor is required to complete the following rerepresentation and submit it to the OASIS+ CO in writing, along with the contract number and the date on which the rerepresentation was completed using the format below:

The Contractor represents that itis,is not, a small business concern under NAICS Code assigned to contract number for CLIN			
	the Contractor represented itself as a small business concern in the preceding Contractor represents that—		
	Itis,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 Itis,is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concern 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.		

[Contractor to sign and date and insert authorized signer's name and title.]

### G.3.1.7.3 Post Award Small Business Changes In Size and Socioeconomic Status

When a Contractor that previously represented as a HUBZone small business concern represents as other than a small business concern or does not remain a SBA-certified HUBZone small business concern for any NAICS codes during rerepresentation, the CLIN(s) of the Master Contract associated with any NAICS codes in the awarded Domain(s) where the affected Contractor represented as other than a small business or non-HUBZone small business concern will be subject to the following:

- a. The Contractor is NOT eligible to respond to task order requests subject to fair opportunity (FAR 16.505(b)(1)).
- b. The Contractor remains eligible to accept orders from OCOs based on the following exception to a fair opportunity:
  - As long as the contractor's Master Contract has not been terminated or canceled, the contract action must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the Master Contract, provided that all

awardees were given a fair opportunity to be considered for the original order (FAR 16.505(b)(2)(i)(C)).

o The contractual action must be in compliance with FAR 19.1306.

In accordance with Section H.12, if a Contractor rerepresents as other than a small business concern or non-SBA-certified HUBZone concern for all NAICS Codes (CLINs) within all of its awarded Domain(s), the contract will be placed into Dormant Status upon notification of rerepresentation.

If a merger, acquisition, or transaction, with or without novation, triggers paragraph G.3.1.7.2, and the result of the rerepresentation is that the Contractor is deemed to remain a SBA-certified HUBZone small business concern with the same small business program status that initially qualified the Contractor for all of its awarded CLINs, then paragraph G.3.1.7.3 will no longer apply.

### G.3.1.8 Individual (Preferred) or Commercial Subcontracting Plan

Reserved. Not applicable to the OASIS+ HUBZone SB IDIQ.

### G.3.1.9 Contractor Business Systems, Certifications, and Government Facility Clearance

# **G.3.1.9.1 Contractor Business Systems**

Contractor business systems produce critical data that COs use to help negotiate and manage Federal contracts. These systems and their related internal controls act as important safeguards against fraud, waste, and abuse of Federal funding.

If the Contractor received evaluation credit for any contractor business systems in its OASIS+ proposal submission IAW Sections L.5.4, those systems must be maintained and updated as required at the same level or higher for the life of the OASIS+ HUBZone Master Contract.

For Contractor business systems, the Contractor shall maintain the status of those systems by providing the OASIS+ CO documentation from their cognizant DCMA CO, cognizant Federal agency (CFA) CO, or DCAA office, to verify that their business systems remain approved, determined adequate, or determined acceptable, as applicable, by updating their profile in the OSP. The Contractor shall also notify the OASIS+ CO of any material changes to its business systems or changes to the status of its business systems for the entire duration of the Master Contract within 15 calendar days of the change by updating its profile in the OSP.

- a. Material changes to business systems include, but are not limited to, a change in software or significant changes in policies and procedures affecting internal controls for the applicable business system and subsystems. Examples of immaterial changes include, but are not limited to, a minor revision to the policies and procedures or the addition of a new overhead pool for additional contract work.
- b. Changes to the status of business systems include, but are not limited to, disapproval, expiration of approval, withdrawal of an adequacy determination, or determinations of significant deficiencies.

Contractors that did not claim credit for a business system qualification in their OASIS+ proposal submission may provide the OASIS+ CO documentation from their cognizant DCMA CO, CFA CO, or DCAA office, to verify that their business system has been reviewed and approved, determined adequate, or determined acceptable, as applicable, by updating their profile in the OSP. Any business systems reported in the Contractor's profile are subject to the requirement to

maintain the status and notify the OASIS+ CO of any material changes to its business systems or changes to the status of its business systems as outlined above.

Any additions or changes to business systems reported in the Contractor's profile shall be validated and approved by the OASIS+ CO. The OASIS+ CO will make the final determination to allow the Contractor's profile to be updated following a thorough review of any documentation provided by the Contractor. The OASIS+ CO reserves the right to reject any additions or changes based on unacceptable or invalid documentation provided by the Contractor as outlined for each business system below or other concerns based on information available to the OASIS+ CO.

# G.3.1.9.1.1 Accounting System

An acceptable accounting system provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for Government procurements. In accordance with FAR 16.301-3(a)(3) only those Contractors that maintain an adequate accounting system shall be eligible for Cost Reimbursement (all types) task order solicitations and awards.

Adequacy, acceptability, and/or approval of a contractor's accounting system are determined by the Contractor's cognizant DCMA CO, CFA CO, or cognizant DCAA office and are validated by the OASIS+ CO.

Acceptable documentation may include current and valid determination letters from the Contractor's cognizant DCMA or CFA CO, DCAA audit reports, or Pre-Award Surveys of Prospective Contractor Accounting System (SF1408) completed by Government Officials.

### G.3.1.9.1.2 Purchasing System

Acceptable purchasing systems provide for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting. Approval of a Contractor's purchasing system is determined by the Contractor's cognizant DCMA or CFA CO.

Acceptable documentation may include current and valid approval letters or Contractor Purchasing System Review (CPSR) reports from the Contractor's cognizant DCMA CO or CFA CO.

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

### G.3.1.9.1.3 Earned Value Management System

Government and industry program managers use EVMS to assess cost, schedule and technical progress on programs and to support proactive decision-making. An EVMS is a system for project management that effectively integrates the project scope of work with cost, schedule, and performance elements for optimum project planning and control. EVMS guidelines are contained

in the Electronic Industries Alliance Standard 748 (EIA-748). Acceptability of a Contractor's EVMS is determined by the Contractor's cognizant DCMA or CFA CO.

Acceptable documentation may include current and valid Advance Agreements or Letters of Acceptance from the Contractor's cognizant DCMA or CFA CO.

### G.3.1.9.1.4 Property Management System

An approved property management system provides for internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. Approval of a Contractor's property management system is determined by the Contractor's cognizant DCMA or CFA CO.

Acceptable documentation may include current and valid approval letters or Property Management System Analysis (PMSA) reports from the Contractor's cognizant DCMA or CFA CO.

#### G.3.1.9.1.5 Material Management And Accounting System

A MMAS provides for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Adequacy, acceptability, and/or approval of a Contractor's MMAS are determined by the Contractor's cognizant DCMA CO, CFA CO, or DCAA office.

Acceptable documentation may include current and valid approval letters from the Contractor's cognizant DCMA or CFA CO, or DCAA audit reports.

#### G.3.1.9.1.6 Estimating System

An acceptable estimating system for proposal preparation benefits both the Government and the Contractor by increasing the accuracy and reliability of individual proposals. An acceptable estimating system is 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; is consistent with, and integrated with the Contractor's related management systems; and is subject to applicable financial control systems.

Adequacy, acceptability, and/or approval of a Contractor's estimating system are determined by the Contractor's cognizant DCMA CO, CFA CO, or DCAA office.

Acceptable documentation may include current and valid approval letters from the Contractor's cognizant DCMA or CFA CO, or DCAA audit reports.

# **G.3.1.9.2 Government Facility Clearance**

A Government 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 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 nonmandatory levels of facility security clearance for Contractors under OASIS+; however, task orders may require an FCL at any level, under the OASIS+ HUBZone Master Contract. The Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of the OASIS+ HUBZone Master Contract.

If the Contractor received evaluation credit for Government FCL in its OASIS+ proposal submission IAW Section L.5.4.8, the applicable item(s) must be maintained and updated as required at the same level or higher for the life of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ CO of any changes to the status of its FCL for the entire duration of the Master Contract within 15 calendar days of the change by updating its profile in the OSP. The Contractor shall also notify the 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.

#### G.3.1.9.3 Certifications

If the Contractor received evaluation credit for any certifications in its OASIS+ proposal submission IAW Sections L.5.5, those items must be maintained and updated as required at the same level or higher for the life of the OASIS+ HUBZone Master Contract. The Contractor shall also notify the OASIS+ CO of any changes to the status of its certifications for the entire duration of the Master Contract within 15 calendar days of the change by updating its profile in the OSP. Contractors that did not claim credit for a certification qualification in their OASIS+ proposal submission may provide the OASIS+ CO documentation by updating their profile in the OSP. Any certifications reported in the Contractor's profile are subject to the requirement to maintain the status and notify the OASIS+ CO of any changes to the status of its certifications as outlined above.

Any additions or changes to certifications reported in the Contractor's profile shall be validated and approved by the OASIS+ CO. The OASIS+ CO will make the final determination to allow the Contractor's profile to be updated following a thorough review of any documentation provided by the Contractor. The OASIS+ CO reserves the right to reject any additions or changes based on unacceptable or invalid documentation provided by the Contractor as outlined for each certification below or other concerns based on information available to the OASIS+ CO.

### G.3.1.9.3.1 Capability Maturity Model Integration

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

CMMI Certification is not mandatory; however, Contractors are encouraged to have CMMI Maturity Level 2 or higher in acquisition, services, and/or development during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone 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.

# G.3.1.9.3.2 International Organization for Standardization (ISO) 27001:2013 or 27001:2022 (Information Security)

International Organization for Standardization (ISO) 27001:2013 or 27001:2022 Certification specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organization. It also includes requirements for the assessment and treatment of information security risks tailored to the needs of the organization.

An ISO 27001:2013 or 27001:2022 Certification is not mandatory; however, Contractors are encouraged to have ISO 27001:2013 or 27001:2022 Certification during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone CO, in writing, if there are any changes in the status of their ISO 27001:2013 or 27001:2022 Certification and provide the reasons for the change and copies of audits from an ISO 27001:2013 or 27001:2022 certification body, as applicable. If only part of a Contractor's organization is ISO 27001:2013 or 27001:2022 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

#### G.3.1.9.3.3 ISO 9001:2015 (Quality Management)

International Organization for Standardization (ISO) 9001:2015 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 9001:2015 Certification is not mandatory; however, Contractors are encouraged to have ISO 9001:2015 Certification during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone CO, in writing, if there are any changes in the status of their ISO 9001:2015 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 9001:2015 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

# **G.3.1.9.3.4 ISO 22301 (Business Continuity)**

International Organization for Standardization (ISO) 22301 Certification provides a framework to plan, establish, implement, operate, monitor, review, maintain and continually improve a business continuity management system (BCMS). It is expected to help organizations protect against, prepare for, respond to, and recover when disruptive incidents arise.

An ISO 22301 Certification is not mandatory; however, Contractors are encouraged to have ISO 22301 Certification during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone CO, in writing, if there are any changes in the status of their ISO 22301 Certification and provide the reasons for the change and copies of audits from an ISO 22301 certification body, as applicable. If only part of a Contractor's organization is ISO

22301 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

#### G.3.1.9.3.5 ISO 21508 (Earned Value Management)

International Organization for Standardization (ISO) 21508 Certification provides guidance for practices of earned value management in project and program management. It is applicable to any type of organization including public or private and any size or sector, as well as any type of project or program in terms of complexity, size or duration.

An ISO 21508 Certification is not mandatory; however, Contractors are encouraged to have ISO 21508 Certification during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone CO, in writing, if there are any changes in the status of their ISO 21508 Certification and provide the reasons for the change and copies of audits from an ISO 21508 certification body, as applicable. If only part of a Contractor's organization is ISO 21508 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

#### G.3.1.9.3.6 14001:2015 (Environmental Management)

International Organization for Standardization (ISO) 14001:2015 Certification specifies the requirements for an environmental management system that an organization can use to enhance its environmental performance. It is intended for use by an organization seeking to manage its environmental responsibilities in a systematic manner that contributes to the environmental pillar of sustainability.

An ISO 14001:2015 Certification is not mandatory; however, Contractors are encouraged to have ISO 14001:2015 Certification during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone CO, in writing, if there are any changes in the status of their ISO 14001:2015 Certification and provide the reasons for the change and copies of audits from an ISO 14001:2015 certification body, as applicable. If only part of a Contractor's organization is ISO 14001:2015 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

# G.3.1.9.3.7 28001:2007 (Supply Chain)

International Organization for Standardization (ISO) 28001:2007 Certification is an international standard that defines the requirements of the Supply Chain Security Management System and provides a management model for organizations seeking to implement it. Also, this standard establishes certain documentation requirements that would permit verification.

An ISO 28001:2007 Certification is not mandatory; however, Contractors are encouraged to have ISO 28001:2007 Certification during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone CO, in writing, if there are any changes in the status of their ISO 28001:2007 Certification and provide the reasons for the change and copies of audits from an ISO 28001:2007 certification body, as applicable. If only part of a Contractor's organization is ISO 28001:2007 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

# G.3.1.9.3.8 NSF/ANSI 391.1 Certification (General Sustainability Assessment for Professional Services)

National Sanitation Foundation/American National Standards Institute (NSF/ANSI) 391.1 helps professional service providers (PSPs) implement responsible business practices that demonstrate their commitment to future generations by creating transparent policies, ethical business practices and smaller carbon footprints. The new standard allows PSPs to make documented and measurable commitments to improve their performance in each of the standard's four pillars: environmental impact, social equity, economic governance and supply chain sustainability.

A NSF/ANSI 391.1 Certification is not mandatory; however, Contractors are encouraged to have NSF/ANSI 391.1 Certification during the entire term of the OASIS+ HUBZone Master Contract. The Contractor shall notify the OASIS+ HUBZone CO, in writing, if there are any changes in the status of their NSF/ANSI 391.1 Certification and provide the reasons for the change and copies of audits from a NSF/ANSI 391.1 certification body, as applicable. If only part of a Contractor's organization is NSF/ANSI 391.1 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

# G.3.1.10 Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, Provisional Billing Rates, or Other Approved Billing Rates

Contractors may provide the OASIS+ CO with documentation from their cognizant DCMA CO, CFA CO, or DCAA office, to verify its FPRA, FPRR, Provisional Billing Rates (PBR), or other approved billing rates (e.g. Negotiated Indirect Cost Rate Agreements (NICRA)) have been approved by updating their profile in the OSP. The Contractor shall notify the OASIS+ CO of any updates or changes to the status of its approved billing rates by updating its profile in the OSP for the entire duration of the Master Contract.

Acceptable documentation may include current and valid FPRAs, FPRRs, PBRs, other approved billing rate letters, or audit reports, as applicable.

The Contractor shall also notify the designated OCOs for any affected task orders, in writing, of any changes to the status of their approved rates.

FPRAs, FPRRs, PBRs, or other approved billing rates will not be disclosed by the OASIS+ CO to any unauthorized persons. Only an OCO with a specific need to know will have access to this information upon request.

#### **G.3.1.11 Cost Accounting Standards**

Reserved. Not applicable to the OASIS+ HUBZone IDIQ.

#### G.3.1.12 Service Contract Reporting Requirements For Indefinite Delivery Contracts

In accordance with FAR 52.204-15, Contractors shall report the required service contract information via the internet at <a href="www.SAM.gov">www.SAM.gov</a>, for their Master IDIQ Contract. Additionally, Contractors shall provide a report to the OASIS+ CO, via the OSP. This report shall be delivered annually, by the due date indicated in Section F.4.1. This clause and associated report are NOT required for actions entirely funded by DoD, contracts awarded with a generic entity identifier, or in classified solicitations, contracts, or orders.

### G.3.1.13 Cybersecurity & Supply Chain Risk Management

Contractors shall submit the C-SCRM Plan within Attachment J-3, annually, beginning 90 days AFTER the OASIS+ HUBZone Notice to Proceed.

#### G.3.1.14 OASIS+ Data Calls

GSA may occasionally conduct surveys or request information from Contractors pertaining to OASIS+. The Contractor must email its response to the OASIS+ PMO at OASISPLUS@gsa.gov, or other designated reporting application, by the due date indicated in Section F.4.1.

Responses to OASIS+ Data Calls, which may include information that is attributable to a particular industry partner, may be published to Government websites to promote the capabilities available through OASIS+. This information may be used by ordering agencies conducting market research.

#### **G.3.2 Contractor Reporting Requirements**

The Contractor shall report information for all task orders awarded under OASIS+ for the entire duration of the Master Contract and through closeout of all task orders.

#### **G.3.2.1 Transactional Data**

The Contractor must register in the Government designated system in order to report transactional data.

The Contractor must provide the transactional data, outlined in Attachment J-2, Task Order, Transactional Data, and Contract Access Fee Reporting, electronically via the Government designated system. The Contractor must adhere to the instruction reporting actions and definitions for each reported data element as stated within the Government designated system web page. The Government intends to post the reported hourly labor rates to the Prices Paid Portal (PPP) or similar Government web page. The PPP or similar Government web page will be made available to OCOs and agency program staff via a separate, secure Government portal.

The reporting of transactional data is required for the following items, within the date specified in Section F.4.1:

- a. Task Order Award
- b. Task Order Modification
- c. Invoice(s)
  - i. Monthly Invoices including CLIN types and Labor Category information for certain CLIN types

OR

- ii. Zero Invoice (when no invoice received payment in an active order month)
- d. CAF Remittance Information

If appropriate, the Contractor must convert all currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service.

Data quality is of great importance; therefore, GSA may request from the Contractors corrections

to the Government designated system data, if applicable. Contractors must correct the Government designated system data at the frequency specified in Section F.4.1.

#### G.3.2.2 Reporting of OASIS+ IDIQ Contract Line Item Number

The Contractor must provide the OASIS+ IDIQ CLIN for each awarded task order, when it is initially reported in the Government designated system, no later than the date specified in Section F.4.1. This information is required to identify the NAICS code and OASIS+ Domain of each awarded task order.

# G.3.2.3 Subcontract Reporting (Compliance with the Limitations on Subcontracting at 52.219-14)

Contractors should maintain up-to-date running records concerning prime and subcontract performance costs. Contractors must periodically report that information via the Government designated system.

Subcontracting data must be current within the Government designated system no later than the date specified in Section F.4.1.

Contractors with no active Orders or no subcontract labor on any Orders in the preceding contract year must submit a negative report via FedConnect with a statement of "NO SUBCONTRACTING ACTIVITY TO REPORT FOR THIS REPORTING PERIOD." The negative report submitted should contain the Contractor's contract number and reporting period in the email subject line.

Contractors not in full compliance with FAR 52.219-14, Limitations on Subcontracting, by the end of the performance period for each order issued under the Master Contract may have their contracts placed in Dormant Status in accordance with Section H.12.

Willful failure or refusal to furnish the required reports, gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Master Contract for default.

#### G.3.2.4 Reporting of Standardized Labor Categories

When the Contractor is awarded a task order where it proposed non-SOC system labor categories, the Contractor shall convert the proposed labor categories to the closest SOC system labor categories, as outlined in Attachment J-1, OASIS+ Labor Categories and Bureau of Labor Statistics Standard Occupational Classifications, for reporting in the Government designated system. See Section B.8 for additional information regarding OASIS+ Labor Categories.

### G.3.2.5 Change of GSA Business System(s) During Term of the Master Contract

The Government may decide to change its business system(s), including a significant upgrade or a complete replacement of GSA's current business system after the date of the Master Contract award. Should the Government implement a change of the required system(s) for reporting transactional data, the Contractor will be notified with a no-cost unilateral modification to the Master Contract.

#### G.3.2.6 Contract Access Fee Remittance

- a. The CAF is charged against all orders and applied to the total invoice amount for Contractor performance. Total invoice amount is inclusive of labor, materials, ODCs (including travel), ancillary support, and profit or fees (including award and incentive fees/pools).
- b. The standard CAF formula is:Total CAF = Total Invoiced Amount x CAF Rate Percentage
- c. Contractors must include the total CAF on each invoice. Contractors will remit to GSA the total CAF amount from paid invoices.
- d. CAF remittance can be made directly from the Contractor's business bank account to the Government designated system. Contractors will contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments via a Government designated system. For reasons outside of human control, e.g., Act of God, where the Contractor is not able to remit the CAF via the Government designated system, the Contractor must request written permission from GSA to remit the CAF outside the Government designated system. This written permission must be approved by the OASIS+ PMO.
- e. Contractors must remit the CAF in U.S. dollars to GSA within the time specified in Section F.4.1 for all paid invoices reported during that calendar quarter. OASIS+ CAF payments may not be combined with any other contracts (including not combined with another OASIS+ contract), Multiple Award Schedule, Federal Supply Schedule, or any other GSA Contract.

# **G.3.2.7 Overdue CAF Payments**

Submitting the CAF on a timely schedule is a contractual requirement in this Master Contract and is also a regulatory requirement pursuant to FAR subpart 32.6, Contract Debts. Failure to remit the CAF in a timely manner will constitute a contract debt to the United States. Failure to pay CAF will result in the contract being placed in Dormant Status, and/or off-ramped (See Sections H.12 and H.13).

### G.3.2.8 FASCSA Reporting (Compliance with FAR Clause 52.204-30 - Alternate 1)

The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of FAR 52.204-30 Alternate 1, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

#### **G.3.3 Sustainability Reporting**

Reserved. Not applicable to the OASIS+ HUBZone IDIQ.

# **G.3.4 Contractor Teaming Arrangement Disclosure**

For transparency at the order level regarding Contractor Teaming Arrangements (CTAs), the Contractor must ensure the Contractor Teaming Agreement documentation (e.g., joint venture agreement, subcontractor letter of commitment) and Attachment J.P-7, Joint Venture Work & Qualifications Template (if applicable), submitted with the initial proposal are displayed in the Contractor's OSP profile upon award. The Contractor must notify the OASIS+ CO of any changes or updates to the CTA within 30 calendar days, and upload the updated documentation through their OSP profile upon OASIS+ CO notification as specified in Section F.4.1.

#### **G.4 TASK ORDER CLOSEOUT VERIFICATION / VALIDATION**

The Contractor must verify that all data elements have been reported and validated within the Government designated reporting system within six months after the task order Period of Performance end date or physical completion date, whichever occurs first. Any incorrect data identified during verification must be corrected within 30 calendar days after identification has been made. Task order closeout must be coordinated with the OCO within the timelines outlined in FAR 4.804.

(End of Section G)

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

#### **H.1 BACKGROUND**

This section provides special contract requirements for the Master Contract. Additional clauses, provisions and other terms and conditions regarding special contract requirements may be designated by the OCO at the task order level.

The Master Contract is awarded and administered by the GSA, FAS, Office of Professional Services and Human Capital (PSHC). Task orders may be solicited, evaluated and awarded by any OCO who holds a DPA from GSA.

#### **H.2 FEDERAL HOLIDAYS**

Federal holidays as published by the Office of Personnel Management are granted to Federal employees. In addition to the days designated as Federal holidays, the Government may also observe 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 the Master Contract and associated task orders.

The Contractor shall refer to the awarded task order for guidance on access to facilities and requirements for performance on the days that Federal holidays are observed, and to ensure compliance with Services Contract Labor Standards and the Davis Bacon Act requirements, if applicable.

#### **H.3 DOMAIN SELECTION**

The Domains are organized by functional groupings of related services spanning multiple NAICS codes. OCOs shall select the appropriate Domain for task order solicitation based upon the preponderance of work in the requirement being solicited. Additionally, the OCO is required to select the applicable NAICS codes from the assigned functional grouping under that Domain. While requirements may contain functional elements (i.e., attributes or characteristics found in the applicable definition of that Domain in Section C.2.1 through C.2.8) that overlap multiple NAICS codes, only a single NAICS code may be solicited for any single requirement. Although a representative NAICS code is necessary for solicitation response, that NAICS code does not limit the kind of work that a Contractor may be able to perform within the Domain. For example, the Research and Development (R&D) Domain contains 541330 Engineering Services as well as 541715 R&D in the Physical, Engineering, and Life Sciences. See Section C.2 for a table providing the functional grouping description, available NAICS in the Domain, and associated small business size standards for each NAICS.

#### **H.4 ORDERING PROCEDURES**

All task orders under the OASIS+ HUBZone IDIQ must:

- 1. Be solicited and awarded by an OCO with a Delegation of Procurement Authority (See Section G.2.2.1.).
- 2. Be within the scope of Section C and all other terms and conditions of the OASIS+ HUBZone IDIQ.
- 3. Identify the applicable labor categories in accordance with OASIS+ HUBZone Section B.8.
- 4. Comply with the ordering procedures in FAR 16.505, Ordering, and other applicable agency specific regulatory supplements.
- 5. Be solicited under one contract family (e.g., SB, UR, SDVOSB, etc.) and one Domain within that contract family.

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). Note: Master Contract terms and conditions take precedence over any conflicting task order terms and conditions.

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.4.1 Set-Asides Based on Socioeconomic Group

OASIS+ HUBZone is a HUBZone small business set-aside IDIQ contract authorized to award to SBA-certified HUBZone small businesses as per 13 CFR § 126.200. In accordance with 13 CFR § 125.2(e), socioeconomic set-aside requirements are met when the "rule of two" is achieved. The OASIS+ HUBZone Master Contract, therefore, is a separate set-aside from the OASIS+ SB IDIQ based on HUBZone participation. Additionally, task order set-asides for the other small business concerns identified in FAR 19.000(a)(3) (e.g., WOSB, SDVOSB, 8(a)) are prohibited under the OASIS+ HUBZone set-aside IDIQ. Task order opportunities targeting specific socioeconomic groups shall be solicited under the respective OASIS+ IDIQs (e.g., OASIS+ WOSB IDIQ, OASIS+ SDVOSB IDIQ, OASIS+ 8(a) IDIQ)

Direct awards shall <u>not</u> be made under the OASIS+ HUBZone IDIQ to the following socioeconomic groups identified in FAR 19.000(a)(9):

- 1. 8(a) business development participants
- 2. SDVOSB concerns or
- 3. EDWOSB concerns and WOSB concerns eligible under the WOSB Program

<u>Note</u>: This section does not preclude the OCO from utilizing the statutory exemptions to the fair opportunity process (e.g. urgency, only one source, etc.) as identified in FAR 16.505(b)(2).

### H.5 HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12

When a Contractor or its subcontractors (for clarity, see FAR part 42 - Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a Prime Contractor or another subcontractor) are required to physically access a Federally-controlled facility or access 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). Task orders issued under the contract will contain specific screening and credentialing information.

### **H.6 SUSTAINABILITY**

In accordance with General Services Acquisition Manual/Regulation (GSAM/R) 523.1 and FAR part 23, the Master Contract seeks to benefit from the use of sustainable management practices by Contractors by ensuring that new task order actions for the supply of products and acquisition of services require that the products are energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP)) designated, water-efficient, biobased, environmentally preferable (e.g., EPEAT®-registered, or non-toxic or less toxic alternatives), non-ozone depleting, or made with recovered materials.

#### H.7 PROPRIETARY SOLUTIONS

Contractors are discouraged from proposing proprietary solutions in response to 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 its proposal accordingly and clearly notify the OCO of all limitations and costs associated with the proprietary solution.

#### **H.8 TASK ORDER PERSONNEL**

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under the Master Contract. 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, regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under the Master Contract.

# **H.8.1 Security Clearances**

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. Task orders containing classified work shall also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent). 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.

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. 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.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders. There are no mandatory levels of FCL for Contractors under OASIS+; however, task orders may require a FCL at any level.

#### **H.8.2 Ethics and Conduct**

The Master Contract is strictly a non-personal services contract, which means the personnel rendering the services under awarded task orders 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 shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor. The Government will not exercise any supervision or control over the Contractor in the performance of contractual services. 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, the Contractor shall ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work and shall not carry out any direction that violates the terms and conditions of the Master Contract and task order.

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under a task order, conduct business other than that which is covered by the task order, conduct business not directly related to the task order 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 Contractor shall ensure that all of its employees, including subcontractor employees, are informed of the substance of this contractual requirement. If a Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor shall notify the OCO and OASIS+ CO immediately of this communication or action.

### **H.8.3 Organizational Conflicts of Interest**

An OASIS+ Prime Contractor may be a subcontractor (See definition in H.5) to another OASIS+ Prime Contractor on task orders solicited and awarded under the Master Contract; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement.

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 from using that information for personal gain.

The Contractor shall adhere to the guidelines and procedures of FAR subpart 9.5 regarding OCI at the task order level. 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 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.8.4 Cooperation with 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 the Master Contract. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under the Master Contract 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.9 GOVERNMENT PROPERTY**

There is no government furnished property associated with the OASIS+ Master Contract. Any equipment, property, or facilities furnished by the Government or any Contractor-acquired

property must be specified on individual task orders and follow the policies and procedures of FAR part 45.

#### **H.10 GOVERNMENT FACILITIES**

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, and use of approaches, 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 taking disciplinary action with respect to its employees as necessary. The Contractor is responsible for ensuring that its 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 its employer and the Federal Government.

The Contractor shall ensure that all of its employees, including subcontractor employees working under the Master Contract, are informed of the substance of this section.

### H.10.1 Rights of Ingress and Egress

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

Contractor employees, including subcontractor employees, shall have in their possession, at all times while working, the specific Government-issued identification credential. The identification credential shall be displayed and visible at all times while on Government property. The Government reserves the right to require Contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities. The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency when contractor employees leave the contract, the task order has been completed, employees leave the company, or employees are dismissed or terminated. In addition, the Contractor shall notify the issuing agency whenever employee badges are lost.

#### H.10.2 Leasing and Real and Personal Property

The Government contemplates that leases may be part of task order solutions offered by the Contractor, but the Government, where the Contractor's approach includes leasing, shall not be the Lessee. Under no circumstances shall the Government be deemed to have privity-of- contract with the Owner/Lessor of the Leased Items, nor shall the Government be held liable for early Termination/Cancellation damages if the Government decides not to exercise an option period under the TO.

### **H.11 ON-RAMPING**

The total number of Contractors within any given Domain may fluctuate due to novations, acquisitions, and mergers, or the Government's exercise of the off-ramp or on-ramp process. GSA may add Contractors to one or more of the OASIS+ IDIQs at its discretion. GSA reserves the right to periodically review the need for and determine whether or not it is in the Government's best interest to conduct on-ramping procedures to add Contractors to one or more of the OASIS+ IDIQs to meet Government demand for any given Domain. GSA also reserves the right to solicit and award additional Domains through holding a targeted on-ramp to supplement specific

capabilities required by the Government. This on-ramping shall be at GSA's sole discretion.

For on-ramping, GSA may update evaluation criteria based on program needs.

Contractors are hereby notified that utilization of any on-ramping procedure below does not obligate the Government to perform any other on-ramping procedure.

#### H.11.1 Frequent On-Ramps

The OASIS+ program anticipates conducting frequent on-ramps, with the goal of being continuously open. During these on-ramps, prospective Offerors and existing OASIS+ Contractors may submit proposal(s) for any of the OASIS+ IDIQs for which they are eligible. The Government reserves the right to determine whether it would be appropriate to announce a new competition for the purpose of adding additional Contractors to the Master Contracts, and/or to identify certain Domain(s) that require additional OASIS+ Contractors for competition to support customer agencies' needs. Consistent with FAR 16.504(c)(1)(ii)(A), the GSA OASIS+ CO has determined that it is in the Government's best interest to maintain competition among the awardees throughout the contracts' period of performance.

Should the GSA OASIS+ CO determine to conduct a on-ramp in accordance with this section, the following considerations will apply:

- 1. An on-ramp notice is published to the Governmentwide point of entry (GPE) in accordance with FAR part 5, Publicizing Contract Action.
- 2. An on-ramp is issued under current Federal procurement law (e.g., updating the provisions in Sections L&M).
- 3. The number of new contracts awarded through an on-ramp is not limited by the number of awards made through the original competition or any other on-ramp conducted through the contract.
- 4. The basis of the competition under the on-ramp relies upon substantially the same methodology as in the original solicitation. GSA reserves the right to update the evaluation scoring model with consideration to market conditions.
- 5. The terms and conditions of any resulting awards are materially identical to the existing version of the OASIS+ Master Contract.
- 6. The period of performance end date for any new awards is coterminous with the existing end date for all other Contractors in the HUBZone set-aside IDIQ.
- 7. Immediately upon Notice to Proceed, the new Contractors are eligible to respond to task order requests and receive task order awards with the same rights and obligations as any other Contractor.

# H.11.2 Lateral Springboarding

OASIS+ Contractors holding an active Master Contract (i.e., not currently in Dormant Status) in one or more of the five SB IDIQs may, during an on-ramp period, submit a proposal to hold an additional Master Contract in one of the socioeconomic SB set-asides or the total SB set-aside IDIQ through Lateral Springboarding. However, a Contractor may not hold more than one Master Contract within any IDIQ (e.g., two SB Master Contracts or two SDVOSB Master Contracts are prohibited). In order to qualify, the Contractor must represent as the required socioeconomic business type for the requested SB socioeconomic IDIQ (e.g. WOSB, SDVOSB). OASIS+ Contractors seeking to apply any or all of the previously awarded Domains held on their existing Master Contract(s) must represent as a SB for all the Domain CLINs (and their corresponding NAICS Codes and size standards identified in Section C.2) in which they are requesting on the new IDIQ. OASIS+ Contractors will only be awarded those Domain CLINs in which the Contractor does not exceed the represented size standard identified in Section C.2. The process for the

Lateral Springboarding will require the submission of the following documents to the OASIS+ CO:

- A cover letter on company letterhead, signed and dated by an authorized negotiator or officer of the company summarizing the request to hold another IDIQ Master Contract.
- 2. Current Representations and Certifications from Section K indicating the relevant socioeconomic categories to which the proposal applies.
- 3. A Lateral Springboarding summary sheet that indicates the currently awarded Domains on the currently held IDIQ(s) with cross mapping to the eligible Domains of the requested IDIQ(s).

Note: A price proposal submission is not required as part of Lateral Springboarding.

If proposing new, additional Domains, the Contractor shall follow the requirements as outlined in Section H.11.3 Domain Enhancement Procedures. If the Contractor proposes to add Domains and laterally spring-board in conjunction, the Contractor must coordinate with the OASIS+ CO.

To facilitate this spring-boarding, and in order to maximize participation across the OASIS+ IDIQs, Contractors are encouraged to notify the OASIS+ CO when SB socioeconomic categories applicable to the OASIS+ program are obtained.

#### H.11.3 Domain Enhancement

Domain Enhancement provides existing OASIS+ Contractors the opportunity to submit a proposal to add Domains that they do not already hold under their currently awarded contract(s) through a contract modification. To be considered for Domain Enhancement, the Contractor must submit all of the following to the OASIS+ CO:

- 1. Cover letter on company letterhead, signed and dated by the COCM or authorized designee with signatory authority identifying the requested Domain(s) to be added.
- 2. Proposal in response to the current or most recent OASIS+ solicitation. Additionally,
  - a. the proposal must meet all of the criteria of the applicable OASIS+ solicitation, and;
  - b. the proposal must receive an evaluated score equal to or higher than the qualification threshold for the proposed Domain(s).

Note: A price proposal submission is not required as part of Domain Enhancement. Contractors are also not required to submit responsibility information with the Domain Enhancement request, unless requested by the OASIS+ CO.

Upon approval of the Domain Enhancement modification request by the CO, the contract will be modified to add those Domain CLINs in which the Contractor does not exceed the represented size standard identified in Section C.2. The awarded CLINs (and associated NAICS Codes) represent the fair opportunity pools in which the awardee may compete. Offerors will not be awarded any Domain CLINs in which it represents its size as other than small unless an exception to affiliation exists set forth in 13 CFR § 121.103(b).

If a Contractor submits a Domain Enhancement request and is found to be unqualified for award of the requested Domain(s) by the OASIS+ CO (i.e., its proposal does not meet all of the applicable criteria and/or did not receive an evaluated score equal to or higher than the applicable qualification threshold(s)), the Contractor shall be ineligible to submit another Domain Enhancement request for the same Domain(s) for 180 calendar days from notification of rejection.

Based on what is in the best interest of the Government and depending upon the needs of various customer agencies, GSA reserves the right whether or not to accept Domain

Enhancement requests at any given time, and may limit requests to only one or more targeted Domain(s).

#### **H.12 DORMANT STATUS**

GSA is responsible for ensuring performance and compliance with the terms and conditions of the Master Contract and safeguarding the interests of the customer and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. Accordingly, if the OASIS+ CO determines that any requirement of OASIS+ is not being met, then the Contractor may be placed into Dormant (inactive) Status. Dormant Status may be activated for any OASIS+ Domain CLIN(s) that a Contractor has been awarded.

If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations for any Dormant CLIN(s) while the Contractor is in Dormant Status. However, the Contractor shall continue performance on previously awarded task orders and modifications of those active task orders, including the exercise of options and modifications at the task order level. Additionally, the Contractor remains eligible to accept a logical follow-on to an order previously issued under the Master Contract on a sole-source basis in the interest of economy and efficiency provided that all awardees were given a fair opportunity to be considered for the original order (FAR 16.505(b)(2)(i)(C)). The Contractor must comply with the terms and conditions of the Master Contract and ensure Sections F and G deliverables are received/completed timely.

Dormant status is not a Debarment, Suspension, Cancellation as defined in GSAM/R 552.242-99, or Ineligibility as defined in FAR subpart 9.4 or a Termination as defined in FAR part 49. 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.

OASIS+ HUBZone Contractors who rerepresent as an other than small business concern or non-HUBZone concern in accordance with Section G.3.1.7 for the Primary NAICS Code assigned to their Master Contract, including exceptions where applicable, will have their contract(s) and all awarded Domain CLINs placed into Dormant Status upon notification of rerepresentation. Contractors placed into Dormant Status under their small business contract(s) may still submit a proposal to be considered for the Unrestricted vehicle in accordance with Section H.11.1.

OASIS+ HUBZone Contractors that have been placed into Dormant Status due to representation as an other than small business concern or non-HUBZone concern shall not be eligible to return to an active status for dormant OASIS+ HUBZone Domain(s) where a change in size status is due to novations or transactions that do not require novations.

Except for dormancy due to FAR 52.219-28 size rerepresentation resulting in a Contractor that previously represented as a HUBZone small business representing as an other than small business or non-HUBZone small business for its Primary NAICS Code, including exceptions where applicable, for all of their awarded Domain(s), (per FAR 19.301-2(d)), Dormant Status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status the OASIS+ CO will 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 a remediation plan to correct the deficiencies or to contest the purported factual basis of the deficiencies. If the OASIS+ CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status as long as the Contractor successfully follows the remediation plan. If the OASIS+ CO is not satisfied with the response, or the remediation plan is not effective, the

OASIS+ CO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The OASIS+ CO final decision may be appealed to the GSA Master Contract Ombudsman identified in Section G.2.1.3.1, under Alternative Disputes Resolution (ADR), as defined in GSAM/R 533.214 and FAR 33.201. 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.

If the OASIS+ CO places a Contractor in Dormant Status, except when due to size or status rerepresentation (Section G.3.1.7), the Contractor may exit Dormant Status by proposing an acceptable remediation plan to the OASIS+ CO for any existing contracts and successfully following the plan. If the OASIS+ CO is not satisfied with the response, or the remediation plan is not effective, the OASIS+ CO, at their discretion, may refuse to remove the Contractor from Dormant Status.

Contractors who are placed in permanent Dormant Status, such as (but not limited to) those who have outgrown their size status and have no other performance related to their contract, will be off-ramped in accordance with Section H.13 and GSAM/R 552.242-99.

### **H.13 OFF-RAMPING**

GSA reserves the unilateral right to off-ramp non-performing Contractors. Contractors holding more than one IDIQ may only be off-ramped from the IDIQ where the non-performing issues have occurred.

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

- After a Contractor is placed in Dormant Status for all awarded Domains and the Contractor has completed all previously awarded task orders under the Master Contract.
- 2. Contractor has not met the Minimum Sales Requirement IAW Section H.21.
- 3. Debarment, Suspension, or Ineligibility as defined in FAR subpart 9.4.
- 4. Termination as defined in FAR part 49.
- 5. Failure to meet the standards of performance, deliverables, or compliances.
- 6. Failure to accept or conform to program-wide terms and/or conditions, including modifications, determined to be necessary to fulfill the Government's objectives and maintain an equitable fair opportunity environment.
- 7. Taking any other action which may not be permitted under the Master Contract's terms and conditions.

As a result of the above conditions, the OASIS+ CO may off-ramp the Contractor by:

- Permitting the Contractor's OASIS+ Master Contract to expire instead of exercising the Option, or
- 2. Implementing a termination for convenience (if applicable and only if such action is in the GSA's interest), or
- 3. Implementing a termination for default, if applicable, or
- 4. Taking any other action which may be permitted under the OASIS+ Contract's terms and conditions, including implementing a no-cost cancellation IAW GSAM/R 552.242-99. see Section H.20.

Contracts in Dormant Status shall be off-ramped at the Master Contract level through closeout procedures IAW Section H.14 once all previously awarded task orders have been completed and closed out.

#### **H.14 CLOSEOUTS**

The Master Contracts will be closed out upon the closeout of all task orders awarded under the Master Contract.

The OCO is responsible for closing their task orders under the Master Contract. Task order closeout will be accomplished within the procedures set forth in FAR part 4, Administrative Matters, and FAR part 42. Contract Administration and Audit Services.

The OCO is encouraged to utilize FAR 42.708, Quick-Closeout Procedures, to the maximum extent practicable. GSA also encourages the use of the increased closeout thresholds for cost-reimbursable contracts in accordance with GSA Class Deviation CD-2021-07. 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.

#### **H.15 LIMITATIONS ON SUBCONTRACTING**

The Contractor is responsible for managing the balance of workload performed under this Master Contract and meeting the requirements of FAR 52.219-14, Limitations on Subcontracting, by the end of the performance period for each order issued under the contract.

In its performance of each task order, the Contractor will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities in accordance with the small business size standard corresponding to the NAICS Code assigned to each task order. Limitations on Subcontracting are applicable to each task order NAICS Code and not the Primary NAICS Code assigned to the OASIS+ master contract. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded.

Limitations on Subcontracting will be monitored and strictly enforced by the OCO on each task order. The Contractor is expected to meet the Limitations on Subcontracting requirement at the end of the performance period for each order issued under the contract. If the Contractor does not meet the Limitations on Subcontracting requirement at the end of the performance period of each order, the Government may elect to place the Contractor in Dormant Status and/or off-ramp the Contractor (See Sections H.12 and H.13).

Contractor compliance with this section will be a factor in whether a Contractor's Master Contract option is exercised (See Section H.13).

### **H.16 PARTNERING**

GSA intends to encourage the foundation of a cohesive partnership between Contractors, GSA, 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+ program.

Failure to attend meetings, maintain and update when necessary a Contractor OASIS+ Vendor

Profile within the OSP with any relevant certifications, systems, or other deliverables as identified in Section G and prescribed in Section F, or otherwise comply with this section may result in activation of Dormant Status and/or a Contractor being off-ramped (See Sections H.12 and H.13).

### H.16.1 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 or in-person at a Government facility, commercial conference center, or 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 attendance by the contractor at up to two OASIS+ Ecosystem (OE) meetings per year. The goal of the OE meetings are to provide a platform for OASIS+ Contractors, OASIS+ program staff, and other agency representatives to communicate current issues; resolve potential problems; discuss business and marketing opportunities; review future and ongoing initiatives; create networking opportunities between OASIS+ Prime Contractors; introduce small businesses with unique or special skill sets/products; and address OASIS+ Fundamentals. Any Contractor costs associated with OE Meetings shall be at no direct cost to the Government.

#### H.16.2 GSA OASIS+ Webpage

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

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

- 1. General overview of the attributes of OASIS+.
- 2. The OASIS+ conformed contract (Sections B through J).
- 3. GSA Key Personnel POC information (Names, titles, phone numbers, and email addresses).
- 4. Contractor Key Personnel POC information (Names, titles, phone numbers, and email addresses).
- 5. List of Contractor Numbers, Company Names by Domains and IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO.
- 6. 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. Links to other mandatory websites for reporting purposes or ordering procedures.
- 11. List of Contractors not eligible for solicitations and awards due to Dormant Status or Off-Ramping, if necessary.
- 12. Frequently Asked Questions.

#### H.16.3 Marketing

The Contractor shall maintain participation by actively pursuing work and competing for task order solicitations under 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+.

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+. All marketing, promotional materials, and news releases in connection with OASIS+ Contractor

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/R 552.203-71, Restriction on Advertising.

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

#### H.17 CYBERSECURITY & SUPPLY CHAIN RISK MANAGEMENT

GSA has taken a leadership position (along with other key Federal entities) within the Federal Government in the implementation and oversight of C-SCRM. C-SCRM standards and guidance for civilian agencies are working to move in line with the levels found in defense and national security related agencies. However, this is a critical issue to the Federal Government with regards to cybersecurity, information assurance, supply chain risk, and national defense. While most C-SCRM requirements and analysis shall take place at the task order level based on the requirements involved, an effort to recognize the importance of C-SCRM is being placed at the Master Contract level as well. In support of this, Contractors shall:

- 1. Agree to work cooperatively and bilaterally with the OASIS+ PMO in the future implementation of C-SCRM mitigation actions.
- 2. Submit the C-SCRM Plan within Attachment J-3 as required by Section G.3.1.13.

# H.17.1 Management of Cyber-Supply Chain Risks

The Government may perform a cyber-supply chain risk assessment of the awarded Contractor at any time during the period of performance. The Government may review any information provided by the Contractor to the Government as part of this contract action, along with any other information available to the Government from any other source, to assess the cyber-supply chain risk associated with the Contractor. The Government may monitor the following cyber-supply chain risk information, including, but not limited to:

- 1. Functionality and features of awarded products and services, including access to data and information system privileges;
- 2. The ability of a source to produce and deliver products and services as expected;
- Foreign control of, or influence over, a source, product or service (e.g., foreign ownership, personal and professional ties between a source and any foreign entity, legal regime of any foreign country in which a source is headquartered or conducts operations);
- 4. Security, authenticity, and integrity of products and services and their supply and compilation chains;
- 5. The Contractor's capacity to mitigate identified risks;
- 6. Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of products, services or sources.

In the event supply chain risks are identified during contract administration and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in Government action including not extending the period of performance, not exercising remaining option periods and contract termination.

#### H.17.2 Additional Cybersecurity and SCRM Requirements

The theft of intellectual property and Controlled Unclassified Information (CUI) through malicious cyber activity threatens not only the economic security of the United States, but our national

security as well. Nation states, criminal and terrorist organizations, and rogue individuals will continue to target the defense industrial base as well as Government agencies and commercial entities in order to disrupt operations and/or undercut our technological advantages.

Cybersecurity and SCRM are dynamic areas with developing regulations and requirements as evidenced by the publication of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161 and SP 800-171. As this contract will support both civilian and defense organizations, it is important for the vehicle to remain relevant in light of changing requirements.

Contractors should begin preparing for C-SCRM accreditation by staying aware of developing requirements and by implementing the appropriate NIST SP 800-series documents. Examples of appropriate actions include the following:

- 1. Determine if your company receives Federal funds from the Department of Defense either directly as a Prime Contractor or indirectly via subcontracts, purchase orders, or other contractual agreements.
- 2. Determine whether your company currently or in the future expects to electronically process, store, or transmit CUI in the performance of its defense contracts.
- 3. Review your company's current compliance with NIST SP 800-171 Rev. Begin drafting a System Security Plan (SSP) in accordance with NIST SP 800-18 Rev 1, If you currently have a Plan of Action and Milestones (POAM) in place or identify additional concerns, dedicate appropriate resources to ensure that progress is being made to close any gaps as guickly as possible.
- 4. Review your company's current compliance with NIST SP 800-161 to include the establishment of a C-SCRM Plan.
- 5. Investigate your subcontractor base as C-SCRM requirements may flow down to subcontractors, including commercial item subcontractors.
- 6. Participate in C-SCRM workshops recommended or hosted by the Government.

#### H.18 ADJUSTMENT OF SCOPE UNDER THE OASIS+ MASTER CONTRACT

Based on what is in the best interest of the Government and depending upon the needs of various customer agencies, GSA reserves the right to add, delete, or edit the scope of the Domain structure and functional groupings in the Master Contract. In accordance with Section H.20, Cancellation, in the event the Government deletes all Domains included under a Contractor's Master Contract, that contract will be canceled by unilateral modification. Upon thorough engagement with both customers and industry, GSA will determine the need for additional Domains required to meet customer demand and update the solicitation accordingly.

#### H.19 MASS MODIFICATIONS

The Government reserves the right to issue mass modifications revising the terms and conditions of the Master Contract to maintain a unified adherence to current and relevant Federal regulations, laws, and statutes and to ensure the program is operating in the best interest of the contracting parties. In order to preserve a fair opportunity environment where all Contractors are subject to equitable terms and conditions, all Contractors are required to accept mass modifications issued under the Master Contract should they wish to remain eligible to compete for subsequent task orders. Failure or unwillingness to accept mass modifications prevents a Contractor from continued participation in the task order fair opportunity process; OASIS+ Contractors who have not accepted mass modifications by the acceptance date designated by the OASIS+ CO will be placed into Dormant Status IAW Section H.12. Failure to resolve mass modification acceptance issues after being placed into Dormant status may result in off-ramping IAW Section H.13.

#### **H.20 CANCELLATION**

Contract cancellation for any reason by either the OASIS+ Contractor or the Government is permissible IAW GSAM/R 552.242-99 Cancellation (Non-Schedules). Cancellation of the contract may happen at any time. Cancellation under this condition will not trigger reporting requirements by the Contractor or the Government in accordance with FAR part 9 and FAR 52.209-9, "Updates of Publicly Available Information Regarding Responsibility Matters" at the Master Contract level. The Contractor shall continue reporting requirements IAW Section F.4.1 until the final task order is closed out.

### **H.21 MINIMUM CONTRACT SALES REQUIREMENTS**

OASIS+ Contractors must meet the minimum contract sales requirement prior to the end of the fifth year of their individual Master Contract's period of performance. The minimum contract sales requirement is \$250,000 in awarded task order value for each contract awarded (i.e., OASIS+SB, OASIS+ UR, etc.). If the contractor does not meet the minimum contract sales requirement during the Master Contract base period, the Government may elect to not exercise the contractor's Master Contract option period.

#### **H.22 TEAMING LIMITATIONS AND RESPONSIBILITIES**

To comply with 13 C.F.R. § 125.9(b)(3)(i), a mentor that has more than one protégé cannot submit competing offers in response to a solicitation for a specific task order solicitation through separate joint ventures with different protégés.

To comply with 13 C.F.R. § 126.616(a)(2), a certified HUBZone small business concern cannot be a joint venture partner on more than one joint venture that submits an offer for a specific contract or order set-aside or reserved for certified HUBZone small business concerns.

For OASIS+ Contractors with a contractor teaming agreement submitted and retained in the contract file, it is the Contractor's responsibility to ensure the contractor teaming agreement (e.g. joint venture agreement, subcontractor letter of commitment) and Attachment J.P-7 (if applicable) submitted with the initial proposal are displayed in the Contractor's vendor profile in accordance with Section G.3.4, providing transparency at the order level regarding teaming arrangements to OCOs. The OCO may request submission of an OCI Risk Mitigation Plan based on the ordering agency's policies and procedures. The OCO is responsible for administering any such OCI mitigation strategy. All offers violating these prohibitions are subject to rejection by the OCO with no further evaluation, and the violating contract may be subject to offramping from the OASIS+ program.

#### H.23 EXERCISE OF THE CONTRACT OPTION PERIOD

In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Government may extend the term of this contract for one, five-year option period. In addition to the factors identified in FAR 17.207, the determination of whether the Contractor's option will be exercised will also include, but not be limited to, the following factors:

- Timely, Accurate, and Complete Reporting and CAF Remittance (G.3.2)
- Contractor has met the Minimum Contract Sales Requirement (H.21)
- Contractor is in compliance with the Limitations on Subcontracting (H.15)
- Satisfactory past performance on awarded task orders (F.5)
- Contractor size and/or status (G.3.1.7.3)

(End of Section H)

#### **SECTION I - CONTRACT CLAUSES**

#### I.1 TASK ORDER CLAUSES

Due to the various combinations of contract provisions/clauses which may be required for an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, the OASIS+ HUBZone IDIQ cannot predetermine all the contract provisions / clauses for future individual task orders. However, all 'Required' and 'Required when Applicable' provisions / clauses set forth in FAR 52.301 automatically flow down to all orders, based on their specific contract type, statement of work, and dollar value. The Attachment J-5, OASIS+ Task Order Clause and Provision Matrix, applies to task orders, as applicable.

FAR 52.215-8 Order of Precedence-uniform Contract Format (Oct 1997) is applicable to the Master Level contract. If there is a conflict between task order terms and conditions and Master Contract terms and conditions, the Master Contract terms shall take precedence.

### I.1.1 Department of Defense Agency-Specific Required Provisions and Clauses

For DoD Task Orders issued under this Master Contract, provisions and clauses from the DoD FAR Supplement (DFARS) have been incorporated into the Master Contract Section J, Attachment J-4, Department of Defense Required Provisions and Clauses for Task Orders. If applicable, the OCO may utilize the Attachment J-4 to ensure the required DFARS provisions and clauses will flow down to the Task Order Level. The required provisions and clauses are updated through the version date indicated on the J-4 attachment. Alternate and supplemental provisions and clauses from Command-specific and/or DoD Component levels are not included and may be incorporated by the OCO into the specific solicitation and subsequent Task Order. The required DoD provisions and clauses are updated through the Master Contract version date indicated on the J-4 attachment. Should Attachment J-4 not reflect any updated DoD provision or clause at the time of Task Order solicitation or award, the OCOs may insert those required updated provisions or clauses into their Task Order. Periodically, during the term of the Master Contract, an update to Attachment J-4 may be executed on the Master Contract via a bilateral contract modification.

### I.1.2 Department of Labor Agency-Specific Required Provisions and Clauses

For Task Orders issued subject to SCLS or construction wage rate requirements, provisions and clauses from FAR part 22 have been incorporated in Attachment J-5. Only the applicable provisions and clauses shall flow down to the Task Order Level. Alternate, supplemental, or agency-level provisions and clauses may be incorporated by the OCO into the specific solicitation and subsequent Task Order. Should this list not reflect any updated DoL provision or clause at the time of Task Order solicitation or award, the OCOs may insert those required updated provisions or clauses into their Task Order. Periodically, during the term of the Master Contract, an update to these DoL Required Provisions and Clauses may be executed on the Master Contract via a bilateral contract modification.

#### I.2 MASTER CONTRACT CLAUSES

The following clauses apply to the OASIS+ HUBZone IDIQ. Applicable provisions and clauses shall flow down to the Task Order Level. The clauses and dates remain unchanged throughout the term of the OASIS+ HUBZone IDIQ unless changed through a bilateral modification.

### I.2.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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 OASIS+ CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

### www.acquisition.gov/FAR.

FAR Clause	Title and Date
52.202-1	Definitions. (JUN 2020)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020) - Alternate I (NOV 2021)
52.203-7	Anti-Kickback Procedures. (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct. (NOV 2021)
52.203-14	Display of Hotline Poster(s). (NOV 2021)
52.203-16	Preventing Personal Conflicts of Interest. (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights. (JUN 2020)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-2	Security Requirements. (MAR 2021)
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. (JUN 2020)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (OCT 2016)
52.204-18	Commercial and Government Entity Code Maintenance. (AUG 2020)
52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (NOV 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)
52.204-27	Prohibition on a ByteDance Covered Application. (JUN 2023)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services. (MAY 2014)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
52.210-1	Market Research. (NOV 2021)
52.211-5	Material Requirements. (AUG 2000)
52.215-2	Audit and Records - Negotiation. (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.215-9	Changes or Additions to Make-or-Buy Program. (OCT 1997)
52.215-14	Integrity of Unit Prices. (NOV 2021)
52.215-15	Pension Adjustments and Asset Reversions. (OCT 2010)
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 Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021) - Alternate IV (OCT 2010)
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award. (OCT 2022)
52.219-8	Utilization of Small Business Concerns. (SEP 2023)

FAR Clause	Title and Date
52.219-14	Limitations on Subcontracting. (OCT 2022)
52.219-28	Post-Award Small Business Program Rerepresentation. (SEP 2023)
52.219-28	Post-Award Small Business Program Rerepresentation. (SEP 2023) - Alternate I (MAR 2020)
52.222-3	Convict Labor. (JUN 2003)
52.222-21	Prohibition of segregated facilities. (APR 2015)
52.222-26	Equal Opportunity. (SEP 2016)
52.222-37	Employment Reports on Veterans. (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
52.222-50	Combating Trafficking in Persons. (NOV 2021)
52.222-54	Employment Eligibility Verification. (MAY 2022)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)
52.223-3	Hazardous Material Identification and Material Safety Data. (FEB 2021)
52.223-3	Hazardous Material Identification and Material Safety Data. (FEB 2021) - Alternate I (JUL 1995)
52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.223-10	Waste Reduction Program. (MAY 2011)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (JUN 2016)
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016)
52.223-15	Energy Efficiency in Energy-Consuming Products. (MAY 2020)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (AUG 2018)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)
52.223-19	Compliance with Environmental Management Systems. (MAY 2011)
52.223-20	Aerosols. (JUN 2016)
52.223-21	Foams. (JUN 2016)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-1	Buy American - Supplies. (OCT 2022)
52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (MAY 2020)
52.225-26	Contractors Performing Private Security Functions Outside the United States. (OCT 2016)
52.227-1	Authorization and Consent. (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)
52.227-3	Patent Indemnity. (APR 1984)
52.227-14	Rights in Data-General. (MAY 2014)
52.227-17	Rights in DataSpecial Works. (DEC 2007)
52.228-5	Insurance - Work on a Government Installation. (JAN 1997)
52.228-7	Insurance - Liability to Third Persons. (MAR 1996)
52.229-3	Federal, State, and Local Taxes. (FEB 2013)
52.229-6	Taxes - Foreign Fixed-Price Contracts. (FEB 2013)
52.232-1	Payments. (APR 1984)
52.232-2	Payments Under Fixed-Price Research and Development Contracts. (APR 1984)
52.232-17	Interest. (MAY 2014)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-1	Disputes. (MAY 2014)
52.233-1	Disputes. (MAY 2014) - Alternate I (DEC 1991)
52.233-3	Protest After Award. (AUG 1996)

FAR Clause	Title and Date
52.233-3	Protest After Award. (AUG 1996) - Alternate I (JUN 1985)
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)
52.239-1	Privacy or Security Safeguards. (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs. (APR 1984)
52.242-13	Bankruptcy. (JUL 1995)
52.243-1	Changes - Fixed-Price. (AUG 1987)
52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)
52.244-5	Competition in Subcontracting. (DEC 1996)
52.244-6	Subcontracts for Commercial Products and Commercial Services. (SEP 2023)
52.245-1	Government Property. (SEP 2021)
52.245-9	Use and Charges. (APR 2012)
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)
52.249-14	Excusable Delays. (APR 1984)
52.251-1	Government Supply Sources. (APR 2012)
52.253-1	Computer Generated Forms. (JAN 1991)

### I.2.2 GSAR 552.252-6 Authorized Deviations in Clauses. (NOV 2021) (Deviation FAR 52.252-6)

- (a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by-
  - (1) The addition of "(DEVIATION)" after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and
  - (2) The addition of "(DEVIATION FAR (clause number))" after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.
- (b) *Deviations to GSAR clauses*. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) 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)

### I.2.3 General Services Acquisition Manual / Regulation (GSAM/R), Clauses Incorporated By Reference

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

GSAM/R Clause	Title and Date
552.203-71	Restriction on Advertising. (SEP 1999)
552.204-9	Personal Identity Verification Requirements. (APR 2023)
552.215-70	Examination of Records by GSA. (JUN 2016)
552.215-73	Notice. (JUL 2016)

GSAM/R Clause	Title and Date
552.228-5	Government as Additional Insured. (JAN 2016)
552.229-71	Federal Excise Tax-DC Government. (SEP 1999)
552.232-23	Assignment of Claims. (SEP 1999)
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FOR FAR 52.232-39) (DEVIATION)
552.232-78	Commercial Supplier Agreements-Unenforceable Clauses. (FEB 2018)

#### I.2.4 FAR and GSAM/R Clauses in Full Text

### I.2.4.1 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)

As prescribed in 4.1903, insert the following clause:

(a) Definitions. As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

- (b) Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
  - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.

- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files loaded from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

### I.2.4.2 FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders-Prohibition. - Alternate I (DEC 2023)

As prescribed in 4.2306(c), insert the following clause:

(a) Definitions. As used in this clause-

Covered article, as defined in 41 U.S.C. 4713(k), means-

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;

- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

- (b) *Prohibition*. (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
  - For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
  - ii. For all other solicitations and contracts DHS FASCSA orders apply.
  - (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).
  - (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
  - (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
  - (5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
    - (A) Name of the product or service provided to the Government;
    - (B) Name of the covered article or source subject to a FASCSA order;
    - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
    - (D) Brand;
    - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
    - (F) Item description;
    - (G) Reason why the applicable covered article or the product or service is being provided or used;
    - (ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
- (c) *Notice and reporting requirement*. (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or

services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
  - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
    - (A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
    - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
  - (i) Within 3 business days from the date of such identification or notification:
    - (A) Contract number;
    - (B) Order number(s), if applicable;
    - (C) Name of the product or service provided to the Government or used during performance of the contract;
    - (D) Name of the covered article or source subject to a FASCSA order;
    - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
    - (F) Brand;
    - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number):

- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
  - (A) Any further available information about mitigation actions undertaken or recommended.
  - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
  - (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

### (End of clause)

Alternate I (DEC 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) *Prohibition*. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes [X] No [ ] DHS FASCSA Order Yes [X] No [ ] DoD FASCSA Order Yes [X] No [ ] DNI FASCSA Order

### I.2.4.3 FAR 52.216-18 Ordering. (APR 2023) (DEVIATION)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the notice to proceed (NTP) date through (To Be Determined).
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when-
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either-
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### I.2.4.4 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 Not Applicable;
  - (2) Any order for a combination of items in excess of Not Applicable: or
  - (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 five 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.

(End of clause)

### I.2.4.5 FAR 52.216-22 Indefinite Quantity. (APR 2023) (DEVIATION)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule.
- (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. 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 after five years and six months following the expiration of the contract ordering period.

(End of clause)

### I.2.4.6 FAR 52.217-8 Option To Extend Services. (NOV 1999)

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

(End of clause)

### I.2.4.7 FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a ten year and six month contract ordering period.

(End of clause)

### I.2.4.8 FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### I.2.4.9 FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### I.2.4.10 GSAR 552.216-75 Transactional Data Reporting. (MAY 2023) (DEVIATION)

- a. Definition. "Transactional data," as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.
- b. Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:
  - The Contractor must electronically report transactional data by utilizing the reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.
  - 2. The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:
    - i. Contract Number
    - ii. Delivery/Task Order Procurement Instrument Identifier (PIID).
    - iii. Non Federal Entity.
    - iv. Description of Deliverable.
    - v. Manufacturer Name.
    - vi. Manufacturer Part Number.
    - vii. Unit Measure.
    - viii. Quantity of Item Sold.
    - ix. Universal Product Code.
    - x. Price Paid Per Unit.
    - xi. Total Price.
    - xii. Invoice-Reporting Period.
    - xiii. Invoice-Number.
    - xiv. Invoice-Paid Date.
    - xv. Invoice-Amount.
    - xvi. Invoice-Contract Line Item Number.
    - xvii. Invoice-Line Item Identifier.
    - xviii. Invoice-Line Item Type.
    - xix. Contract Access Fee-Line Item Amount.
    - xx. Contract Access Fee-Voucher Number.
    - xxi. Contract Access Fee-Amount Allocated.
    - xxii. Contract Access Fee-Remit Payment Date.
    - xxiii. Subcontracting-Vendor Name(s).
    - xxiv. Subcontracting-Vendor Unique Entity Identifier(s)
    - xxv. Subcontracting-Total Amount Subcontracted for Services.
    - xxvi. Subcontracting-Similarly Situated Entity Identification.
    - xxvii. Services-Employee Security Clearance Level.
    - xxviii. Services-Employee Labor Category.
    - xxix. Services-Employee Applicable Labor Law.
    - xxx. Services-Employee Location.
    - xxxi. Services-Employee Indirect Hourly Costs.
    - xxxii. Services-Type of Work Performed.
    - xxxiii. Services-Place of Performance.

- 3. After the conditions in paragraph (b)(6) of this clause are met, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.
- The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price) in U.S. dollars
- The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.
- 6. Reporting Points.
  - For each month with no contract transactions, the Contractor must submit a confirmation as specified in paragraph (b)(3) of this clause.
  - ii. For each month with contract transactions, the Contractor must report transactional data after the ordering activity has approved and paid an invoice for the reported transaction.
- 7. The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order issued against this contract.
- 8. Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.
- 9. This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.
- GSA reserves the unilateral right to change registration instructions and reporting procedures following 60 calendar days' advance notification to the Contractor.
- c. Contract Access Fee (CAF).
  - GSA's operating costs are reimbursed through a CAF charged on orders placed against this contract. The CAF is paid by the ordering activity, but remitted to GSA by the Contractor. GSA has the unilateral right to change the CAF structure at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change to the CAF structure.
  - 2. Within 60 calendar days of award or inclusion of this clause in the contract, a GSA representative will provide the Contractor with specific written procedural instructions on remitting the CAF, including the deadline by which the Contractor must remit the CAF. The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. GSA reserves the unilateral right to

change remittance instructions following 60 calendar days' advance notification to the Contractor.

- 3. The Contractor must remit the CAF to GSA in U.S. dollars.
- 4. The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the U.S. Government under the terms of FAR subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause [default].

(End of clause)

### I.2.4.11 GSAR 552.242-99 Cancellation (Non-Schedules) (Apr 2023)

- a. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation.
- b. Cancellations under this clause will be at no cost to the Government or the Contractor, with the exception of the payment of the minimum guarantee, see paragraph (c).
- c. Minimum guarantee.
  - i. If the Contractor elects to cancel this contract in whole, the Government will not pay the minimum guarantee.
  - ii. If the Government elects to cancel this contract in whole, the minimum guarantee payment is due only if the Contractor has not received task order awards in excess of the minimum guarantee.
- d. If the contract is canceled in whole, the contractor is no longer eligible to receive new orders. However, the contractor shall complete existing orders, and any priced order options that may be exercised.

(End of Section I)

### **SECTION J - LIST OF ATTACHMENTS**

#### J.1 MASTER CONTRACT ATTACHMENTS

- J-1 OASIS+ Labor Categories and Bureau of Labor Statistics Standard Occupational Classifications
- J-2 Task Order, Transactional Data, and Contract Access Fee Reporting
- J-3 Cybersecurity & Supply Chain Risk Management (C-SCRM) Deliverables
- J-4 Department of Defense Required Provisions and Clauses for Task Orders
- J-5 OASIS+ Task Order Clause and Provision Matrix
- J-6 Awarded Sole Source T&M/L-H Ceiling Rates
- J-7 Professional Employee Compensation Plan (PECP)

#### J.2 RFP SOLICITATION ATTACHMENTS

The following documents are for use during the solicitation process and will not remain with the Master Contract following award:

- J.P-1 OASIS+ Domain Qualifications Matrix and Scorecards
- J.P-2 FPDS Sample
- J.P-3 Project Verification Form
- J.P-4 OASIS+ Domains Auto-Relevant NAICS Codes and PSCs
- J.P-5 Functional Areas and Sub-Areas
- J.P-6 Past Performance Rating Form
- J.P-7 Joint Venture Work & Qualifications Template
- J.P-8 Direct Labor Rate Ranges
- J.P-9 Cost/Price Template
- J.P-10 Reserved
- J.P-11 Reserved

(End of Section J)