OASIS SB DRAFT REQUEST FOR INFORMATION Updated June 20, 2013 Page 1

PAGE 1 RESERVED for THE STANDARD FORM (SF) 33 SOLICITATION, OFFER, AND AWARD

# OASIS SB TABLE OF CONTENTS

PART I – THE SCHEDULE	8
SECTION A – SOLICITATION/CONTRACT FORM	8
A.1. NOTICES TO OFFERORS	8
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	9
B.1. BACKGROUND  B.1.1. Authority  B.1.2. Economy Act  B.1.3. Contract Type  B.1.4. Minimum Guarantee and Maximum Ceiling	9 9
B.1.5. Contract Access Fee (CAF)	
B.2. TASK ORDER PRICING	10
B.2.1. Labor Categories and Standard Occupational Classifications	
B.2.2. Fixed Price Task Orders	
B.2.4. Incentive Task Orders	
B.2.5. T&M and L-H Task Orders	11
B.2.5.1. Ceiling Rates for T&M and L-H Task Orders	12
B.3. ANCILLARY SUPPORT	
B.3.1. Specialized Professional Services Labor	
B.3.2. Labor Subject to the Davis Bacon Act (DBA)	
B.3.4. Labor outside the Continental United States (OCONUS)	
B.3.5. Travel	
B.3.6. Materials and Equipment	
B.3.7. Subcontracting	14
SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK	15
C.1. OBJECTIVE	15
C.2. SCOPE	
C.2.1. Core Disciplines	
C.2.1.1. Program Management Services	
C.2.1.2. Management Consulting Services	
C.2.1.4. Engineering Services.	
C.2.1.5. Logistics Services	
C.2.1.6. Financial Management Services	
C.3. ANCILLARY SUPPORT SERVICES	
C.3.1. Ancillary Support Services for Information Technology	
C.4. SERVICES NOT IN SCOPE	21

SECTION D - PACKAGING AND MARKING	23
D.1. PACKAGING AND MARKING	23
SECTION E - INSPECTION AND ACCEPTANCE	23
E.1. INSPECTION AND ACCEPTANCE	23
SECTION F - DELIVERIES OR PERFORMANCE	24
F.1. DELIVERIES OR PERFORMANCE CLAUSES	24
F.2. PLACE OF PERFORMANCE	
F.3. PERIOD OF PERFORMANCE	
F.4. PERFORMANCE STANDARDS	
F.4.1. Deliverable and Reporting Requirements	
F.4.2. Compliances	
SECTION G - CONTRACT ADMINISTRATION DATA	29
G.1. BACKGROUND	29
G.2. ROLES AND RESPONSIBILITIES OF KEY PERSONNEL	29
G.2.1. Program Manager (PM)	
G.2.2. Contracting Officer (CO)	
G.2.3. Ombudsman	29
G.2.4. Industrial Operations Analyst (IOA)	
G.2.5. Ordering Contracting Officer (OCO)	
G.2.5.1. Contracting Officer's Representative (COR)	
G.2.6. Contractor Key Personnel	
G.2.6.1. Corporate OASIS SB Program Manager (COPM)	
G.2.6.2. Corporate OASIS SB Contract Manager (COCM)	
G.3. CONTRACTOR ADMINISTRATION REQUIREMENTS	
G.3.1. Contract Access Fee (CAF)	32
G.3.2. OASIS SB Management Module	
G.3.2.1.1. T&M/Labor Hour Award Data	
G.3.2.1.3. Cost Reimbursement Award Data	
G.3.2.2. Task Order Modification Data	
G.3.2.3. Invoice Data	00
G.3.2.4. CAF Payment Data	
G.3.2.5. Closeout Data	
G.3.3. SUBCONTRACTING PLAN	
G.3.3.1. ISR Reporting	35
G.3.3.1. ISR Reporting	36
G.3.4.1. OASIS SB CPARS	36
G.3.4.2. Task Order CPARS	
G.3.5. OASIS SB AND TASK ORDER CLOSE-OUTS	37
G.3.6. INSURANCE	37
G.3.7. MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS	
G.3.8. RESPONSIBILITY AND FAPIIS	
G.3.9. VETS-100A REPORTS	
G.3.10. FSRS REPORTS	
G.3.11. POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION	38

G.3.12. OPTION DETERMINATION	39
SECTION H - SPECIAL CONTRACT REQUIREMENTS	40
H.1. BACKGROUND	40
H.2. OBSERVANCE OF FEDERAL HOLIDAYS	
H.3. ORDERING PROCEDURES	
H.3.1. Set-Asides Based on Socio-Economic Group	
H.4. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	41
H.4.1. Predominant OASIS SB NAICS Codes	41
H.4.2. Predominant Task Order NAICS Determination	
H.4.2.1. NAICs Pools	
H.5. PRODUCT SERVICE CODES (PSC)	
H.6. SYSTEMS, COMPLIANCES, AND CERTIFICATIONS	44
H.6.1. Adequate Accounting System	
H.6.2. Acceptable Estimating System	
H.6.3. Reserved	
H.6.4. Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and Approved Billing Rates	
H.6.5. Approved Purchasing System	
H.6.6. ISO 9001:2008 Certification	
H.6.7. AS9100 Certification	
H.6.8. CMMI Maturity Level	46
H.6.9. Earned Value Management System	
H.6.10. Security Clearance Requirements	
H.6.10.1. Facility Clearance Level	
H.6.10.2. Employee Security Clearance	48
H.6.10.3. HSPD-12	
H.6.11. Sustainability	48
H.6.12. Proprietary Solutions	49
H.6.13. Reserved	49
H.6.14. Limitations on Subcontracting	49
H.6.15. Task Order Invoices	49
H.6.16. ISO 17025 Certification	
H.6.17. Meaningful Relationship Commitment Letters	50
H.7. PARTNERING	50
H.7.1. Meetings	
H.7.2. GSA OASIS SB Webpage	50
H.7.3. Contractor OASIS SB Webpage	51
H.7.4. Marketing	
H.7.5. Minimum Task Order Awards	
H.8. TRAINING AND PERMITS	
H.9. ETHICS AND CONDUCT	
H.9.1. Supervision	
H.9.2. Conduct	
H.9.3. Conflicts of Interest.	
H.9.4. Cooperation with other Contractors on Government Sites	
H.10. GOVERNMENT PROPERTY	
H.10.1. Leasing of Real and Personal Property	
H.10.2. Government Facilities	
H.10.3. Rights of Ingress and Egress	
H 11 ON-RAMPING	55

H.11.1. Lateral Pool Ramping	
Immediately upon vertical Pool ramping to OASIS unrestricted, the Contractor is eligible to submit a proposal in response any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor with the new Pool(s); however, the Contractor will be placed on Dormant Status under the OASIS SB Pool(s) the Contractor is longer eligible under. The Contractor must continue performance on active task orders under their dormant OASIS SB Poincluding the exercise of options at the task order level at the discretion of the OCO, until all active task orders are closed-	to hin s no ool(s),
57 H.11.3. Open Season On-Ramping	58
H.13. OFF-RAMPING  PART II – CONTRACT CLAUSES	
SECTION I – CONTRACT CLAUSES	
I.1. TASK ORDER CLAUSES	
I.2.1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE	60
1.2.2. GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP 1999)	
I.3. GSAR CLAUSES INCORPORATED BY REFERENCE	
I.4.1. FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)	63
I.4.2. FAR 52.216-18 Ordering (OCT 1995)	64
I.4.3. FAR 52.216-19 Order Limitations (OCT 1995)	
I.4.5. FAR 52.217-8 Option to Extend Services (NOV 1999)	
I.4.6. FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)	65
I.4.7. GSAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)	
PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	66
SECTION J – LIST OF ATTACHMENTS	66
J.1. LABOR CATEGORIES AND DEFINITIONS – Attachment (1)	66
J.2. DIRECT LABOR RATE RANGES – Attachment (2)	
J.3. BACKGROUND AND POOL IDENTIFICATION – Attachment (3)	
J.5. RELEVANT EXPERIENCE TEMPLATE – Attachment (5)	
J.6. PAST PERFORMANCE RATING FORM – Attachment (6)	
J.7. SUBCONTRACTING PLAN TEMPLATE – Attachment (7)	
J.9. Reserved	66
J.10. REQUEST FOR INFORMATION TEMPLATE – Attachment (10)	66
PART IV – REPRESENTATIONS AND INSTRUCTIONS	67
SECTION K – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS	67
K.1. REPRESENTATIONS AND CERTIFICATIONS	
K.1.1. AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5)(SEP 1999)	
K.1.2. FAR 52.204-8 Annual Representations and Certifications (DEC 2012)	68
K.1.3. FAR 52.209-7 Information Regarding Responsibility Matters (FEB 2012)	70

K.1.4. FAR 52.219-1 Small Business Program Representations (APR 2012)	71
K.1.5. FAR 52.230-1 Cost Accounting Standards Notices and Certification (MAY 2012)	
K.1.6. FAR 52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (APR 2005)	
K.1.7. GSAR 552.203-72 Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felo	
Conviction under any Federal Law (DEVIATION) (APR 2012)	
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR	
RESPONDENTS	70
L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	
L.2. FAR AND GSAR PROVISIONS	78
L.2.1. FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010)	
Alternate IV (OCT 2010)	78
L.2.2. FAR 52.216-1 Type of Contract (APR 1984)	78
L.2.3. FAR 52.216-27 Single or Multiple Awards (OCT 1995)	
L.2.4. FAR 52.216-28 – Multiple Awards for Advisory and Assistance Services (OCT 1995)	
L.2.5. FAR 52.233-2 - Service of Protest (SEP 2006)	
L.3. PROPOSAL SUBMISSION INSTRUCTIONS	
L.3.1. Proposal Submission Instructions and Due Date	80
L.3.2. Solicitation Questions.	
L.4. PROPOSAL FORMAT	
L.5. PROPOSAL CONTENT	
L.5.1. VOLUME 1 – GENERAL	
L.5.1.1. Standard Form (SF) 33	
L.5.1.2. Background and Pool Identification.	
L.5.1.3. Offeror's Proposal Checklist	
L.5.1.4. Meaningful Relationship Commitment Letters, if applicable	84
L.5.1.5. Acceptable Accounting System	
L.5.1.6. Reserved	
L.5.1.7. Professional Employee Compensation Plan	
L.5.1.8. Uncompensated Overtime Policy	
L.5.1.9. Subcontracting Plan	
L.5.1.10. Existing Contractor Team Arrangement (CTA), if applicable	
L.5.2. VOLUME 2 – RESPONSIBLITY	
L.5.2.1. Financial Resources	
L.5.2.2. Representations and Certifications	89
L.5.3. VOLUME 3 – RELEVENT EXPERIENCE	
L.5.3.1. Minimum Requirements for Relevant Experience Projects	89
L.5.3.2. Exceeding the Minimum Requirements for the Five (5) Projects Submitted	
L.5.3.2.1. Individual Project Value	91
L.5.3.2.2. Relevant Experience under an OASIS SB NAICS Code	
L.5.3.2.3. Performance/Integration of Additional Core Disciplines	
L.5.3.2.4. Multiple Locations	
L.5.3.2.5. Subcontracting	
L.5.3.2.6. Cost-Reimbursement Projects	
L.5.3.2.7. Ancillary Support Products	
L.5.3.2.8. OCONUS Projects	
L.5.3.3. Relevant Experience (General)	
L.5.3.3.1 Mission Spaces	
L.5.3.3.2. Multiple Award Contracts/Task Orders.	
L.5.3.4. Relevant Experience Template	90

L.5.4. VOLUME 4 – PAST PERFORMANCE	97
L.5.4.1. Past Performance (Past Performance Information Retrieval System (PPIRS) information exists)	97
L.5.4.2. Past Performance (PPIRS information does not exist)	
L.5.4.3. Reserved	97
L.5.5. VOLUME 5 - SYSTEMS, CERTIFICATIONS, AND CLEARANCES	97
L.5.5.1. Approved Purchasing System	98
L.5.5.2. Approved Accounting System	
L.5.5.3. Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and/or Approved Billing Rates	98
L.5.5.4. Earned Value Management Systems (EVMS)	
L.5.5.5. Acceptable Estimating System	
L.5.5.6. CMMI Maturity Level 2 Certification (or higher)	99
L.5.5.7. ISO 9001:2008 Certification	
L.5.5.8. ISO 17025 Certification	
L.5.5.9. AS9100 Certification	
L.5.5.10. Facility Clearance Level (FCL)	
L.6. VOLUME 6 – COST/PRICE	
L.6.1. Direct Labor Rates	
L.6.2. Indirect Rates/Profit	
L.6.3. Cost/Price Template Instructions	103
SECTION M - EVALUATION FACTORS FOR AWARD	104
M.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	104
M.2. BASIS FOR AWARDS	104
M.3. SCREENING AND EVALUATION PROCESS	104
M.4. ACCEPTABILITY REVIEW PROCESS	
M.4.1. VOLUME 1 – GENERAL	
M.4.2. VOLUME 2 - RESPONSIBILITY	
M.4.3. VOLUME 3 – Relevant Experience	
M.4.4. VOLUME 4 – PAST PERFORMANCE	
M.4.4.1. Past Performance	
M.4.4.2. Reserved	
M.4.5. VOLUME 5 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES	
M.5. SCORING SYSTEM	
M 6 COST/PRICE	111

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

#### A.1. NOTICES TO OFFERORS

This is a Request for Information (RFI) in the form of a Draft Solicitation. GSA is soliciting feedback on this Draft Solicitation to finalize the solicitation that will be used in the upcoming OASIS acquisitions for the unrestricted and small business contract. This document is an updated draft solicitation in response to feedback, comments, and recommendations received in response to the initial version of this draft solicitation.

## A.1.1. FAR 52.215-3 Request for Information or Solicitation for Planning Purposes (OCT 1997)

- (a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.
- (b) Although "proposal" and "Offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.
- (c) This solicitation is issued for the purpose of soliciting feedback in anticipation of releasing a final request for proposals. The intent of this exercise is twofold: to share the Government's intent to issue a solicitation and to provide opportunity to assist the Government in creating the highest quality solicitation possible. This draft solicitation represents a long-running collaborative effort between the GSA OASIS office, potential Government clients, and Industry. Interested parties are encouraged to ask questions and/or identify elements of the solicitation that seem unclear or require editing. Interested parties are advised that all previously submitted recommendations and comments have been considered during the formation of this update. Accordingly, if a recommendation previously provided was not incorporated, we ask that the recommendation not be resubmitted. All questions, comments, and suggestions may be provided anytime prior to release of the final solicitation via email submission to <a href="mailto:OASIS@gsa.gov">OASIS@gsa.gov</a>. The final solicitation is anticipated to be released in the mid-July timeframe.

All questions, comments, and suggestions should reference the applicable contract name, section number, and page number.

The OASIS Program Office wishes to thank all interested parties in advance for your assistance during this process as well as thank all of those who have provided insight, suggestions, and feedback prior to this updated request for information. Please continue to monitor our online blog for forthcoming information regarding OASIS SB at <a href="https://interact.gsa.gov/group/OASIS-industry-community">https://interact.gsa.gov/group/OASIS-industry-community</a>

(End of provision)

A.1.2. Reserved

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

## **B.1. BACKGROUND**

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

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

Hereafter, the "OASIS SB master contract" will be referred to as "OASIS SB".

## B.1.1. Authority

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

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

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

## B.1.2. Economy Act

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

## B.1.3. Contract Type

OASIS SB is a Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contract for Government-wide professional service based requirements which is available for use by all Federal agencies and other entities as listed in General Services Administration (GSA) Order ADM 4800.2G, Eligibility to use GSA Sources and Supply; dated, [TBD], as amended.

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

## B.1.4. Minimum Guarantee and Maximum Ceiling

The minimum guarantee is \$100 for each OASIS SB Contractor for the term of OASIS SB, including Option I, if exercised.

An unlimited number of task orders may be placed under OASIS SB for the term of OASIS SB, including Option I, if exercised. There is no minimum or maximum task order dollar limitation for each individual task order placed under OASIS SB.

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

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

## B.2. TASK ORDER PRICING

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

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

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

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

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

The Contractor shall become proficient in the use of the BLS SOC system in preparation for submitting cost/price proposals under task order solicitations. OCOs will be trained by GSA in the use of the SOC direct labor pricing estimates for their task order requirements, which incorporates pricing considerations for over 640 metropolitan and non-metropolitan areas in the CONUS and US territories.

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

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

Bachelor's	6 years work experience may be substituted for a Bachelor's Degree	Associate's Degree plus 4 years work experience may be substituted for a Bachelor's Degree
Master's	10 years work experience may be substituted for a Master's Degree	Bachelor's Degree plus 8 years work experience may be substituted for a Master's Degree
Doctorate's	20 years work experience may be substituted for a Doctorate's Degree	Bachelor's Degree plus 15 years work experience, or a Master's Degree plus 10 years work experience may be substituted for a Doctorate's Degree

#### B.2.2. Fixed Price Task Orders

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

## B.2.3. Cost Reimbursement Task Orders

Cost Reimbursement is defined under FAR Subpart 16.3, Cost-Reimbursement Contracts, and other applicable agency-specific regulatory supplements. FAR Part 30, Cost Accounting Standards Administration and FAR Part 31, Contract Cost Principles and Procedures, may apply to cost-reimbursement task orders.

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

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

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

#### B.2.4. Incentive Task Orders

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

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

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

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

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

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

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

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

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

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

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

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

In Year 5 of OASIS SB, if the average annual Bureau of Labor Statistics Economic Cost Index for the previous three years is higher than at time of OASIS SB award, the ceiling rates for Years 6 through 15 will be adjusted by the difference of percentage increase. For example, if the average index was 2.23% at time of proposal submission and the average index is 3.16% in Year 5, the ceiling rates for years 6 through 15 will be adjusted by 0.93% per year on a cumulative basis. If the average index in Year 5 is equal to or below the average index at time of award, the ceiling rates will remain unchanged. In Year 10 of OASIS SB, if the average annual Bureau of Labor Statistics Economic Cost Index for the previous three years is higher than Year 5 of OASIS SB, the ceiling rates for Years 11 through 15 will be adjusted by the difference of percentage increase in accordance with the example above (Please see Section F.3 for information regarding the OASIS SB contract period of performance and task order performance). If the average index in Year 10 is equal to or below the average index in Year 5, the ceiling rates will remain unchanged. The 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.

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

Other ancillary support, integral and necessary as part of a total integrated solution within the scope of OASIS SB for which there is <u>not</u> a labor category specified in OASIS SB or includes other direct costs such as travel, materials, equipment, Subcontractors, etc., to obtain a total professional service solution, are allowable costs and may be included within an

individual task order under OASIS SB. The Contractor should propose and identify each ancillary service separately and the OCO should identify each ancillary service by a separate CLIN on the task order award.

The Contractor shall report in the OASIS Management Module all ancillary labor in accordance with Section G.3.2.

## B.3.1. Specialized Professional Services Labor

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

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

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

To the extent that any ancillary labor for construction, alteration and repair are within the scope of OASIS SB and subject to the DBA in accordance with FAR Subpart 22.4 and other applicable agency specific regulatory supplements, the OCO must identify such work in the task order solicitation, including DBA wage determinations.

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

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

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

To the extent that any ancillary labor for services are within the scope of OASIS SB and subject to the SCA in accordance with FAR Subpart 22.10 and other applicable agency specific regulatory supplements, the OCO must identify such work in the task order solicitation, including SCA wage determinations.

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

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

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

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

OASIS SB DRAFT REQUEST FOR INFORMATION Updated June 20, 2013 Page 14

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

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

## B.3.5. Travel

Travel costs may be firm fixed price or reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46 and other applicable agency-specific regulatory supplements.

The Contractor may apply indirect costs to travel in accordance with the Contractor's usual accounting practices.

## B.3.6. Materials and Equipment

Material means property that may be consumed or expended during performance, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance.

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

## B.3.7. Subcontracting

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

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

(END OF SECTION B)

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

## C.1. OBJECTIVE

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

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

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

#### C.2. SCOPE

The scope of OASIS SB spans many areas of expertise and includes any and all components required to formulate a total solution to a professional services based requirement, except for those services specifically prohibited in Section C.4. These areas of expertise include, but are not limited to the following categories.

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

Additionally, OASIS SB is designed to support any and all mission spaces of the US Federal Government. These mission spaces include, but are not limited to the following categories.

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

- Department of Defense
- Department of Homeland Security
- Department of Justice
- Department of State
- Central Intelligence Agency
- Federal Bureau of Investigation

Mission Space #2 (Quality of Life): Improving the quality of life for Americans and others throughout the world.

Department of Education

- Department of Health and Human Services
- Department of Veterans Affairs
- US Agency for International Development
- Department of Housing and Urban Development
- National Aeronautics and Space Administration
- Peace Corps

**Mission Space #3 (Commerce)**: Maintaining and improving commerce and economic growth, stability and prosperity in America.

- Department of Commerce
- Department of Treasury
- Small Business Administration
- Department of Labor
- Department of Transportation
- Social Security Administration
- General Services Administration
- Federal Reserve
- Securities and Exchange Commission

Mission Space #4 (Natural Resources): Protecting America's great outdoors and natural resources.

- Department of Agriculture
- Department of Interior
- Department of Energy
- Environmental Protection Agency
- Nuclear Regulatory Commission

## Mission Space #5 (Other):

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

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

## **OASIS SB Program Architecture CORE DISCIPLINES:** Requirements Analysis Concept **Management Consulting** Development **Program Management** Planning Acquisition Logistics Financial **Engineering** Research and Scientific Development Test and Evaluation **Implementation** Operations and Maintenance ALL MISSION SPACES AND AREAS OF EXPERTISE Communication, Defense, Disaster, Energy, Environment, Accounting, Budget, Health, Intelligence, Security, Transportation, etc. **ANCILLARY SUPPORT SERVICES AND PRODUCTS**

## C.2.1. Core Disciplines

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

## C.2.1.1. Program Management Services

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

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

- 1. Acquisition Support
- 2. Business Intelligence Support
- 3. Cost/Schedule/Performance Analysis
- 4. Cost Estimation And Analysis
- 5. Cost/Performance Trade-Off Analysis and Studies
- 6. Earned Value Management (EVM) Analysis
- 7. E-Business Support
- 8. Information Analytics
- 9. Investigative Services
- 10. Program Management
- 11. Integrated Program Management
- 12. Program Documentation
- 13. Project Management

- 14. Regulatory Compliance
- 15. Risk Assessment and Mitigation
- 16. Integration of Support Systems
- 17. Planning, Programming, Budgeting, and Execution Processes
- 18. Capabilities Integration and Development
- 19. Manpower Estimating
- 20. Stakeholder Requirements Analysis
- 21. Decision Analysis
- 22. Technical Planning
- 23. Technical Assessment
- 24. Requirements Management
- 25. Risk Management
- 26. Configuration Management
- 27. Technical Data Management
- 28. Interface Management
- 29. Intelligence Analysis
- 30. Threat Analysis
- 31. Knowledge Based Acquisition
- 32. Vulnerability Assessment
- 33. Counterintelligence Support
- 34. Horizontal Protection

## C.2.1.2. Management Consulting Services

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

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

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

#### C.2.1.3. Scientific Services

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

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

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

## C.2.1.4. Engineering Services

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

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

- 1. Systems Engineering
- 2. Advanced Technology Pilots and Trials
- 3. Alternative Energy Sources and Engineering
- 4. Configuration Management
- 5. Concept Development
- 6. Design Documentation and Technical Data
- 7. Energy Services to include Management Planning and Strategies, Audit Services and Metering
- 8. Engineering (Aeronautical, Astronautical, Chemical, Electrical, Mechanical, Metallurgy/Materials, etc.)
- 9. Engineering Process Improvement
- 10. Environmental Management
- 11. Environmental Consulting and Remediation
- 12. Human Factors/Usability Engineering
- 13. Independent Verification And Validation
- 14. Integration
- 15. Interoperability
- 16. Life Cycle Management
- 17. Modeling and Simulation
- 18. Natural Resources Management
- 19. Operation and Maintenance or Direct Support of an existing Weapon System or Major System
- 20. Prototyping and Fabrication Support
- 21. Quality Assurance
- 22. Red Teaming and Wargaming
- 23. Requirements Analysis

- 24. System Design
- 25. System Safety Engineering
- 26. Test and Evaluation
- 27. Technical Documentation
- 28. Mission Assurance
- 29. Data Analytics
- 30. Architecture Design
- 31. System Verification and Validation
- 32. Human Systems Integration

## C.2.1.5. Logistics Services

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

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

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

## C.2.1.6. Financial Management Services

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

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

- 1. Budget Analysis and Tracking
- 2. Business Information Services
- 3. Cost Estimating and Analysis Support
- 4. Cost Performance Risk Assessments
- 5. Disbursement and Reconciliation Support
- 6. Financial and Financial Risk Analysis
- 7. Financial Management, Accounting, and Auditing Services
- 8. Impact Statement Development
- 9. Program Management for Financial Services
- 10. Program Objective Memorandum (POM) Creation And Documentation
- 11. Oversight and Fraud Detection
- 12. Safeguarding Personal Data
- 13. Loan Management
- 14. Grant Management
- 15. Economic Analysis
- 16. Return on Investment Analysis
- 17. Life Cycle Cost Determination
- 18. Total Ownership Cost Determination
- 19. Affordability Analysis
- 20. Analysis of Cost Alternatives
- 21. Should-Cost Determinations

## C.3. ANCILLARY SUPPORT SERVICES

Ancillary support services is defined as other services that are integral and necessary to complete a total integrated solution under a professional service based requirement within the scope of OASIS SB.

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

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

## C.3.1. Ancillary Support Services for Information Technology

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

## C.4. SERVICES NOT IN SCOPE

OASIS SB DRAFT REQUEST FOR INFORMATION Updated June 20, 2013 Page 22

The OCO shall not issue a task order and a Contractor shall not accept or perform work for the following services when the <u>primary</u> task order scope of work is:

- 1. An ancillary support service as defined in Section C.3.
- 2. A requirement that primarily uses employees <u>not</u> employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Subpart 22.401
- 3. Inherently Governmental Functions as defined in FAR Subpart 2.101
- 4. Personal Services as defined in FAR Subpart 2.101
- 5. Architect & Engineering (A&E) Services as defined in FAR Subpart 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102)

(END OF SECTION C)

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

## D.1. PACKAGING AND MARKING

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

(END OF SECTION D)

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

## E.1. INSPECTION AND ACCEPTANCE

Inspection and acceptance for OASIS SB is:

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

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

(END OF SECTION E)

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

## F.1. DELIVERIES OR PERFORMANCE CLAUSES

Clauses regarding deliveries or performance for OASIS SB:

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

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

## F.2. PLACE OF PERFORMANCE

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

## F.3. PERIOD OF PERFORMANCE

The period of performance of OASIS SB is from the date of the Notice-To-Proceed through 5 years thereafter, with 1 (5-year) option that may extend the cumulative term of the contract to 10 years in accordance with FAR 52.217-9, Option to Extend the Term of the Contact, if exercised.

The term for each task order awarded under OASIS SB shall be specified in the task order. Task orders must be solicited and awarded <u>prior</u> to the OASIS SB term expiring and may extend up to 5 years <u>after</u> the OASIS SB term expires. Accordingly, while the cumulative term of the contract is up to 10 years, task order performance may span a term of up to 15 years. After the OASIS SB term expires, OASIS SB will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the OASIS SB term.

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

## F.4. PERFORMANCE STANDARDS

OASIS SB is a performance based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Section F.4.1. and F.4.2. below. In the event the OASIS SB Management Module (OMM) is not operational, deliverable and reporting requirements designated for input into the OMM shall be provided as directed by the OASIS SB CO within the stated timeframes. The OASIS SB CO or an authorized representative shall have the right to examine and audit all supporting records and materials, regardless of whether such items are in written form, in the form of computer data, or in any other form, for the purpose of enforcing all deliverables and compliances herein. Adequate Accounting Systems are mandatory for all companies on OASIS SB. All other systems and certifications are optional, however, Contractors are encouraged to have these systems and certifications. All Systems, Compliances, and Certifications must be maintained at the Contractor's current level at time of award or higher throughout the period of OASIS SB. For example, if a Contractor claimed evaluation credit for having CMMI certification, then the Contractor must maintain that certification for the life of OASIS SB.

Failure to meet the following deliverables, reports, or compliance standards may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.12. and H.13.).

## F.4.1. Deliverable and Reporting Requirements

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

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.2.6.	Contractor Key Personnel	Updated COPM or COCM Point of Contact Information	Within 5 business days of the substitution	OASIS SB CO via OASIS@gsa.gov
G.3.1.	Contract Access Fee (CAF) Remittance	CAF for all task orders awarded during the previous quarter on a cumulative basis	Quarterly (April 30th, July 30th, October 30th, and January 30th)	Electronic Funds Transfer (EFT) via the OASIS Management Module
G.3.2.1. through G.3.2.4.	OASIS Management Module	Task Order Award, Modification, Invoice, and CAF data on a cumulative basis	Monthly (30th calendar day of each month, last day in February)	OASIS Management Module
G.3.3.1.	Individual Subcontracting Reports (ISR)	If applicable, ISR at the OASIS SB level	Within 30 calendar days after the close of each reporting period ending March 31st, September 30th, and within 30 days of contract completion.	Electronically via the Electronic Subcontract Reporting System (eSRS) website.
G.3.6.	Insurance	ACCORD 25, Certificate of Insurance	Within 30 calendar days after the OASIS SB Notice-to-Proceed and any updates thereafter	OASIS SB CO via OASIS@gsa.gov and designated OCOs for affected task orders
G.3.7.	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	SF 30 Modification or other applicable documents	Copy of SF 30 and other applicable documents within 45 calendar days of finalization	OASIS SB CO via OASIS@gsa.gov and designated OCOs for affected task orders
G.3.8.	Federal Awardee Performance and Integrity Information System (FAPIIS)	FAPIIS reporting	Semi-Annually starting 6 months from the anniversary date of the OASIS SB Notice-to-Proceed.	Electronically via Central Contractor Registration database and notify the OASIS SB CO via OASIS@gsa.gov
G.3.9.	VETS 100-A	VETS 100-A reporting	Annually, no later than September 30 of each year	Electronically via the Department of Labor (DOL) VETS 100-A reporting website and notify the OASIS SB CO via OASIS@gsa.gov
G.3.10.	Reporting Executive Compensation and First-Tier Subcontract Awards	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	The end of the month following the month in which the prime Contractor awards any sub-contract greater than \$25,000 into the FFATA Sub-Award Reporting System (FSRS)	Electronically via FSRS website and notify the OASIS SB CO via OASIS@gsa.gov.
G.3.11.	Post-Award Small Business Program Re-representation	Small Business Size Recertification	Within 30 days after execution of a novation agreement; Within 30 days after a merger or acquisition that does not require a	OASIS SB CO via OASIS@gsa.gov

			novation, and, Within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.	
H.6.1.	Adequate Accounting System	Correspondence and audit reports from DCAA/DCMA or other auditing entity that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov and designated OCOs for affected task orders
H.6.2.	Acceptable Estimating System	If applicable, correspondence and audit reports from DCAA/DCMA or other auditing entity that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov and designated OCOs for affected task orders
H.6.4.	Forward Pricing Rate (FPR) and/or Approved Billing Rates	If applicable, correspondence and audit reports from DCAA/DCMA or other auditing entity that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov and designated OCOs for affected task orders
H.6.5.	Approved Purchasing System	If applicable, correspondence and audit reports from DCMA or other auditing entity that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov and designated OCOs for affected task orders
H.6.6.	ISO 9001:2008 Certification	If applicable, correspondence or audit from an ISO 9001 Certification Body that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov
H.6.7.	AS9100 Certification	If applicable, correspondence or audit from an AS9100 Certification Body that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov
H.6.8.	CMMI Maturity Level	If applicable, correspondence or audit from a CMMI Instituted Certified Lead Appraiser that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov
H.6.9.	EVMS ANSI- standard	If applicable, correspondence and audit reports from DCMA or other auditing entity that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov
H.6.10.1.	Facility Security Clearance	If applicable, correspondence signed by a Facility Security Officer, screen prints from the Industrial Security Facilities Database and DD Form 441, DD Form 441-1, or SF 328 that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov and designated OCOs for affected task orders
H.6.16.	ISO 17025 Certification	If applicable, correspondence or audit from an ISO 17025 Certification Body that updates the current status	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov
H.6.17.	Meaningful Relationship Commitment Letters (MRCL)	If applicable, any change of entity or commitment identified in any MRCL submitted	Within 45 calendar days after the update	OASIS SB CO via OASIS@gsa.gov

## F.4.2. Compliances

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

SECTION	REFERENCE	COMPLIANCE

G.2.6.	COPM/COCM	The Contractor shall maintain competent COPM/COCMs
G.3.1.	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2.	OASIS Management Module (OMM) Data	The Contractor shall submit timely and accurate data in the OMM
G.3.3.	Subcontracting Goals and Reporting	The Contractor shall submit timely and accurate ISR subcontract reports and meet or exceed subcontracting goals in accordance with the Contractor's subcontracting plan or adequately document reasonable rationale for not meeting subcontracting goals
G.3.5.	Task Order Close-Out and Close-Out Reporting	The Contractor shall submit timely and accurate task order close-out reports and provide the OCO the final invoice, release of claims, and all other required close-out documents within 60 calendar days after task order completion
G.3.6.	Insurance	The Contractor shall submit timely and accurate Certificates of Insurance and maintain adequate insurance coverage at the OASIS SB and task order level
G.3.7.	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.3.8.	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall submit timely and accurate FAPIIS information and maintain sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9
G.3.9.	VETS 100-A Reporting	The Contractor shall report timely and accurate VETS 100-A reports in the Department of Labor VETS-100 website and send confirmation to the OASIS SB CO
G.3.10.	Reporting Executive Compensation and First-Tier Subcontract Awards	The Contractor shall report timely and accurate sub-award and executive compensation data regarding first-tier sub-awards in FSRS to meet the FFATA reporting requirements and send confirmation to the OASIS SB CO
G.3.11.	Post-Award Small Business Program Re-representation	The Contractor shall report timely and accurately their small business program representation and update ORCA, as applicable.
H.6.1.	Adequate Accounting System	The Contractor shall maintain the acceptable/approved status of their Accounting System and submit updates to the current status
H.6.2.	Acceptable Estimating System	The Contractor shall maintain the acceptable status of their Estimating System and submit updates to the current status, if applicable
H.6.4.	Forward Pricing Rate (FPR) Agreements and/or Approved Billing Rates	The Contractor shall maintain their FPR Agreements and Approved Billing Rates and submit updates, if applicable
H.6.5.	Approved Purchasing System	The Contractor shall maintain an Approved Purchasing System and submit updates, if applicable
H.6.6.	ISO 9001-2008 Certification	The Contractor shall maintain or exceed their ISO 9001:2008 Certification and submit updates, if applicable
H.6.7.	AS9100 Certification	The Contractor shall maintain or exceed their AS9100 Certification and submit updates, if applicable
H.6.8.	CMMI Maturity Level	The Contractor shall maintain or exceed their CMMI Maturity Level and submit updates, if applicable
H.6.9.	EVMS ANSI-standard	The Contractor shall maintain or exceed their EVMS ANSI-standard and submit updates, if applicable
H.6.10.1.	Facility Security Clearance	The Contractor shall maintain or exceed their FSC and submit updates, if applicable
H.6.14.	Limitations on Subcontracting	At least 50% of the cost of task order performance incurred for personnel shall be expended by the OASIS SB Prime Contractor.
H.6.15.	Task Order Invoices	The Contractor shall specifically identify the <u>total</u> Prime and Subcontracted <u>labor</u> dollars <u>combined</u> and the total <u>labor</u> dollars Subcontracted <u>separately</u> in each invoice submitted under OASIS task orders
H.6.16.	ISO 17025 Certification	The Contractor shall maintain their ISO 17025 Certification and submit updates, if applicable
H.6.17.	Meaningful Relationship Commitment Letters (MRCL)	The Contractor shall honor the commitments contained in all MRCLs, if applicable

H.7.1.	Meetings	The Contractor's Key Personnel shall attend and actively participate in all meetings, including all PMR Meetings
H.7.2.	Contractor OASIS SB Webpage	The Contractor shall maintain an OASIS SB Webpage that meets the minimum webpage requirements
H.7.5.	Minimum Task Order Awards	Starting from the date of the OASIS SB Notice-to-Proceed, the Contractor must attain a minimum of 3 task order awards or a total award amount of \$20M (inclusive of all options) prior to the exercise of Option I.
H.9.	Ethics	The Contractor shall adhere to the standards under Section H.9.

(END OF SECTION F)

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

## G.1. BACKGROUND

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

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

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

## G.2.1. Program Manager (PM)

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

## G.2.2. Contracting Officer (CO)

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

#### G.2.3. Ombudsman

Subject to GSAR 552.216-74, GSA designates an Ombudsman to OASIS SB.

For the purposes of OASIS SB, there are two primary duties for the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of OASIS SB, and (2) To review an OASIS SB CO decision to place a Contractor in Dormant Status (See Section H.12.).

## G.2.4. Industrial Operations Analyst (IOA)

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

## G.2.5. Ordering Contracting Officer (OCO)

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

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

The OCO is encouraged to contact the OASIS SB CO or OASIS SB PM for any OASIS SB related assistance including but, not limited to, the following:

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

The OCO duties include, but are not limited to:

- Requesting and receiving a Delegation of Procurement Authority (DPA) prior to soliciting and awarding a task order under OASIS SB
- 2. Complying with the terms and conditions of OASIS SB (See Section H.3.)
- 3. Complying with the ordering procedures outlined in FAR Subpart 16.505, and other agency specific regulatory supplements
- 4. Complying with the proper NAICS Code and Pool requirements (See Section H.4.)
- 5. Allowing a reasonable time for fair opportunity proposal submission
- 6. Resolving any performance issues, disputes, claims or protests at the task order level
- 7. Responding to all Freedom of Information Act (FOIA) requests at the task order level
- 8. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or in alternatives mandated by organizations that cannot use open CPARS reports
- 9. Closing out task orders in a timely manner

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

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

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

## G.2.6. Contractor Key Personnel

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

The Contractor shall ensure that the OASIS SB CO has current point-of-contact information for both the COPM and COCM. In the event of a change to OASIS SB Key Personnel, the Contractor shall notify the OASIS SB CO and provide all Point of Contact information for the new Key Personnel within 5 business days of the change. All costs associated with the COPM and COCM shall be handled in accordance with the Contractor's standard accounting practices. However, no costs for Contract Level Key Personnel may be billed to the OASIS SB Program Office or GSA.

There are no minimum qualification requirements established for OASIS SB Key Personnel. Additionally, Key Personnel assignments do not have to be full-time positions. However, Key Personnel assigned are expected to be fully proficient in the performance of their duties. Failure of Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status and/or Off-Ramping (See Sections H.12. and H.13. for details).

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

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the OASIS SB Program, including a COPM to represent the company in all OASIS SB program-related matters. The COPM duties include, but are not limited to:

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

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

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

The COCM duties include, but aren't limited to:

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

## G.3. CONTRACTOR ADMINISTRATION REQUIREMENTS

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

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

## G.3.1. Contract Access Fee (CAF)

Total CAF Remittance is calculated as follows: Total Paid Invoice(s) (minus the CAF CLIN) multiplied by the CAF Percentage.

On all task order solicitations, regardless of contract type, the Contractor shall include CAF in their cost or pricing proposals as a separate and distinct Contract Line Item Number (CLIN). This CLIN shall be established as a Cost Reimbursable CLIN. In order to avoid potential funding issues, Contractors shall propose a CAF of .75% in response to all task order solicitations. The actual amount to be charged to the client, however, will depend upon the client contracting office's overall OASIS business volume or whether the client contracting office has an MOU in place with the OASIS Program Office. CAF rates actually charged to the client may go up or down depending on business volume, but shall never exceed .75%. The OASIS Program Office will notify Contractors of the proper rate to charge clients upon request and provide annual updates by no later than January 15th of each calendar year.

## G.3.2. OASIS SB Management Module

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

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

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

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

- OASIS SB Contract Number
- 2. Task Order Award Number (NOT the Solicitation Number)
- 3. Task Order Description (i.e., Type of Professional Services Project)
- 4. Government-Site, Contractor-Site, or Both
- 5. Predominant Contract Type (e.g., T&M, CPFF, FFP, etc.)
- 6. Task Order NAICS Code
- 7. OASIS SB Pool Number
- 8. Task Order PSC Code
- 9. Customer OCO Name, Phone Number, and E-mail Address
- 10. Customer Agency Name and Full Address
- 11. Customer Agency Code and Bureau Code
- 12. Initial Period of Performance
- 13. Award Date
- Contract Line Item Numbers (CLINs) of the task order. (If the task order does not establish CLINs, the Contractor shall input CLIN Number 9999 as a single CLIN for all billing)
- 15. Contract Type for each CLIN
- 16. An electronic copy of the complete task order awarded by an OCO
- 17. An electronic copy of the complete task order solicitation issued by the OCO

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

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

1. Initial Obligated/Funded amount

- 2. Total task order ceiling, including the base and all option periods by CLIN Number
- 3. Awarded labor categories and SOC numbers
- The Loaded Hourly Labor Rate and Hours by each corresponding OASIS SB labor category, for the base and all
  option periods
- 5. The Loaded Hourly Labor Rate and Hours by each <u>Specialized Professional Services Labor</u>, <u>Davis Bacon Act</u> Labor, <u>Service Contract Act</u> Labor, or <u>OCONUS</u> Labor, including a title and description of the labor category, if applicable, for the base and all option periods

#### G.3.2.1.2. Firm Fixed Price Award Data

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

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

#### G.3.2.1.3. Cost Reimbursement Award Data

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

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

## G.3.2.2. Task Order Modification Data

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

Modification data shall include:

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

## G.3.2.3. Invoice Data

The Contractor shall report invoice data from each paid invoice within 30 calendar days after the end of the reporting quarter, including the invoice data on task orders issued through the GSA AAS Business System Portal. If no Invoice Data was

received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the OMM system for that particular task order.

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

- 1. OASIS SB Contract Number
- 2. Task Order Award Number (**NOT** the Solicitation Number)
- 3. Contractor Invoice Number
- 4. Date Invoice Paid
- 5. For each contract type, the Contractor shall report the following:
  - a) Fixed Price task orders: Total Amount Paid (Lump Sum) by CLIN
  - b) T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN
  - c) Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Contractor employee
- 6. Total Labor Dollars (Prime and Subcontracted combined)
- 7. Total Labor Dollars (Subcontracted only)

## G.3.2.4. CAF Payment Data

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

Calendar Quarters	CAF Due Date
1st Quarter January 1st – March 31st	April 30 <sup>th</sup>
2nd Quarter April 1st – June 30th	July 30 <sup>th</sup>
3rd Quarter July 1st – September 30th	October 30 <sup>th</sup>
4th Quarter October 1st – December 31st	January 30 <sup>th</sup>

Where CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6, Contact Debts. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off setting payments and interest on the debt. The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the Government to Off-Ramp the Contractor.

CAF Payment Data shall include:

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

Contractors are encouraged to submit CAF payments via Pay.gov

#### G.3.2.5. Closeout Data

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

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

#### G.3.3. SUBCONTRACTING PLAN

Subcontracting Plans are not required for Small Businesses. However, if the Contractor elects to, they may submit a Small Business Subcontracting Plan. Electing to do this could potentially provide added points to a Contractor in the event that the Contractor outgrows their current size standard and desires to be on-ramped to the OASIS contract. Again, submission of a Small Business Subcontracting Plan and associated ISR is completely optional.

Unless an alternative reporting mechanism is specified by the OCO, the Contractor shall submit ISRs using the web-based eSRS at <a href="http://www.esrs.gov">http://www.esrs.gov</a>. Affiliates of the Prime Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Prime Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors.

## G.3.3.1. ISR Reporting

If the Contractor elects to do so, the Contractor shall submit an ISR using eSRS.

The ISR is specific to OASIS SB task orders and shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. ISR reports are due 30 days after the close of each reporting period and required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

Contractors are encouraged to meet the following goals for subcontracting dollars on OASIS SB task orders amortized over the reporting periods of each ISR:

GOALING	ISR
CATEGORY	GOAL
SMALL BUSINESS	50%
SDB	5%
WOSB	5%
HUBZone	3%
VOSB	3%
SDVOSB	3%

OCONUS subcontracting is not counted on ISRs.

## G.3.4. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

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

GSA requires use of the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both OASIS SB and task orders awarded under OASIS SB.

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

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

#### G.3.4.1. OASIS SB CPARS

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

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

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

## G.3.4.2. Task Order CPARS

It is the sole responsibility of Federal customer agencies to evaluate each task order exceeding the simplified acquisition threshold under OASIS SB using the process and criteria in CPARS. The OASIS SB CO does <u>not</u> administer or evaluate task order performance.

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

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

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

OCOs and client agencies may utilize past performance systems other than CPARS. Contractors shall comply with client instructions contained in task order solicitations.

#### G.3.5. OASIS SB AND TASK ORDER CLOSE-OUTS

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

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

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

The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Order. Amounts due to the Contractor or refundable to the Government of less than \$250 should be considered insignificant and should not be processed. The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the Order is physically complete and the amount of unsettled indirect cost to be allocated to the Order is relatively insignificant (See FAR 42.708(2)).

A determination of final indirect costs under quick-closeout procedures shall be final for the Order it covers and no adjustment shall be made to other Orders for over-or under-recoveries of costs allocated or allocable to the Order covered by the agreement. Once agreement for quick-closeout is reached on an individual Order, a bilateral modification will be issued to close out the Order.

Final invoices which result in a charge to the government in excess of \$250 or refunds to the Government in excess of \$250 shall be processed prior to quick-closeout of the Basic Contract. Amounts due to the Contractor or refundable to the Government of less than \$250 will be considered insignificant and will not be processed.

#### G.3.6. INSURANCE

The insurance coverage specified in FAR Subpart 28.3. Insurance, is the minimum insurance requirements for OASIS SB.

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

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

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

#### G.3.7. MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the OASIS SB CO, the Contractor must notify the OASIS SB CO and provide a copy of the novation or other any other agreement that changes the status of the Contractor.

#### G.3.8. RESPONSIBILITY AND FAPIIS

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

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

#### G.3.9. VETS-100A REPORTS

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

Contractors shall submit a VETS-100A report annually to the DOL VETS-100A website and provide confirmation to the OASIS SB CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

#### G.3.10. FSRS REPORTS

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

#### G.3.11. POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION

Subject to FAR 52.219-28, Post-Award Small Business Program Re-Representation, if a Contractor represented that it was a small business concern prior to award, the Contractor shall re-represent its size status upon the occurrence of any of the following:

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

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract (See Section H.4.).

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by this section.

The Contractor shall make the re-representation by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified above that the data has been validated or updated, and provide the date of the validation or update.

If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS codes applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Codes [fill-in] assigned to contract number [fill-in]

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

#### G.3.12. OPTION DETERMINATION

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

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

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

(END OF SECTION G)

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

#### H.1. BACKGROUND

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

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

#### H.2. OBSERVANCE OF FEDERAL HOLIDAYS

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

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

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

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

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

#### H.3. ORDERING PROCEDURES

All task orders under OASIS SB must be:

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

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

All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

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

OASIS SB is a total small business set-aside contract. In addition to total small business set-asides, OASIS SB set-asides can be based on specific <u>socio-economic</u> groups. An OASIS SB task order solicitation may be a competitive set-aside for a specific socio-economic group when it is anticipated that offers will be obtained from at least <u>three</u> responsible small business concerns within a specific socio-economic group under the corresponding NAICS Pool (See Section H.4.2.1). A <u>specific</u> socio-economic group for competitive set-asides is identified as <u>one</u> of the following only:

- 1.8(a) business development participants
- 2. HUBZone small business concerns
- 3. Service-disabled veteran-owned small business (SDVOSB) concerns
- 4. Economically disadvantaged women-owned small business (EDWOSB) concerns eligible under the Women-Owned Small Business Program or,
- 5. Women-owned small business (WOSB) concerns eligible under the Women-Owned Small Business Program

In addition to competitive set-asides, direct awards may be made to the following socio-economic groups under a corresponding NAICS Pool.

- 1.8(a) business development participants
- 2. HUBZone small business concerns or,
- 3. SDVOSB concerns

The direct award task order must be within the dollar limitations for the socio-economic group eligible for a direct award as specified in FAR Part 19.

In the event any set-aside regulations change during the duration of OASIS SB, the OASIS SB CO reserves the right to unilaterally modify OASIS SB to reflect the change at no additional cost to the Government.

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

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

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

#### H.4.1. Predominant OASIS SB NAICS Codes

The scope of OASIS SB spans across most of the NAICS codes listed in Section H.4.2.1., under the economic subsector 541, Professional, Scientific, and Technical Services. Specifically, the NAICS codes associated with OASIS SB are identified later in this Section.

#### H.4.2. Predominant Task Order NAICS Determination

Section C defines the scope of work under which task orders can be solicited under OASIS SB. NAICS codes <u>only</u> define the small business size standard for an individual task order solicitation.

This section and the OASIS SB Management Module reporting system ensures that the appropriate NAICS Code and small business credit corresponds directly with the small business Contractor receiving a task order award.

The business size standard associated to the NAICS Code will determine which "Pool" the task order will be solicited under in accordance with Section H.4.2.1. Each Pool will have a list of Contractors that qualify to receive solicitations under the respective size standard of the Pool.

The OCO has the responsibility to determine which predominant NAICS code applies to a task order solicitation, whether or not the task order is unrestricted or set-aside, including the type of socio-economic set-aside <u>if applicable</u>, and whether or not the solicitation is sole-source or competitive. The OCO must identify the NAICS Code Number, Title, Business Size Standard, and Pool Number in the task order solicitation and report the NAICS Code in the Federal Procurement Data System (FPDS).

The OCO shall provide a fair opportunity to all Contractors under the corresponding Pool Number for solicitation purposes, unless an exception to fair opportunity has been properly executed.

The Contractor shall enter the NAICS Code in the OASIS SB Management Module for each task order award.

#### H.4.2.1. NAICs Pools

OASIS SB has established 6 NAICS Pools by which a task order can be solicited under based on the individual task order's assigned NAICS Code and associated size standard.

	POOL 1				
	(\$14M Business Size Standard)				
NAICS CODE	NAICS CODE NAICS TITLE				
541330	Engineering Services				
541360	Geophysical Surveying and Mapping Services				
541370	Surveying And Mapping (Except Geophysical) Services				
541380	Testing Laboratories				
541611	Administrative Management and General Management Consulting Services				
541612 Human Resources Consulting Services (2007), Human Resources and Executive					
Search Consulting Services (2002)					
541613 Marketing Consulting Services					
541614 Process, Physical Distribution, and Logistics Consulting Services					
541618	541618 Other Management Consulting Services				
541620	Environmental Consulting Services				
541690	Other Scientific and Technical Consulting Services				
541810	541810 Advertising Agencies				
541820					
541830	Media Buying Agencies				
541840	Media Representatives				
541850	541850 Outdoor Advertising				

541860	Direct Mail Advertising			
	Advertising Material Distribution Services			
541870				
541890	Other Services Related to Advertising			
541910	Marketing Research and Public Opinion Polling			
541990	All Other Professional, Scientific, and Technical Services			
	POOL 2 (\$19M Business Size Standard)			
NAICS CODE	NAICS TITLE			
541211	Offices of Certified Public Accountants			
541213	Tax Preparation Services			
541214	Payroll Services			
541219	Other Accounting Services			
541720	Research and Development in the Social Sciences and Humanities			
	POOL 3			
	(\$35.5M Business Size Standard)			
NAICS CODE	NAICS TITLE			
541330	Military and Assessed Favingsont and Military Wassess			
Exception A	Military and Aerospace Equipment and Military Weapons			
541330	Contracts and Subcontracts for Engineering Services Awarded Under the			
Exception B	National Energy Policy Act of 1992			
	541330 –			
Exception C	Marine Engineering and Naval Architecture			
Lxception C	POOL 4			
	(500 Employees Business Size Standard)			
NAICS CODE	NAICS TITLE			
541711	Research and Development in Biotechnology			
	Research and Development in the Physical, Engineering, and Life Sciences			
541712	(except Biotechnology)			
	POOL 5			
	(1,000 Employees Business Size Standard)			
NAICS CODE	NAICS TITLE			
541712	Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts			
Exception B	- 1 1			
541712	Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion			
Exception C	Units Parts, and their Auxiliary Equipment and Parts			
	POOL 6			
(1,500 Employees Business Size Standard)				
NAICS CODE	NAICS TITLE			
541712	Aircraft			
Exception A				

#### H.5. PRODUCT SERVICE CODES (PSC)

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

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

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

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

The Contractor shall enter the PSC in OASIS Management Module for each task order award.

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

The adequacy of the Contractor's accounting system is mandatory throughout the period of performance of OASIS SB.

All OASIS SB Contractors shall maintain any and all systems, compliances, meaningful relationship commitment letters, and certifications that contract award was based upon. For example, if a Contractor was awarded evaluation points for an approved purchasing system and an ISO9001:2008 certification, then that Contractor must maintain that system and certification for the life of the OASIS SB contract.

Failure to maintain the required systems, compliances, or certifications may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.12. and H.13.).

#### H.6.1. Adequate Accounting System

An adequate accounting system is a system that provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements.

The Contractor shall have an adequate accounting system for task orders awarded under OASIS SB except, firm-fixed-price task orders or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

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

Only those Contractors that meet an adequate accounting system requirement on task order solicitations shall be eligible to compete. The OASIS SB website will maintain a record of each OASIS SB Contractor's status of an adequate accounting system for the OCO.

#### H.6.2. Acceptable Estimating System

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

An acceptable estimating system means an estimating system that is:

- 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.

Contractors are encouraged to have an acceptable estimating system approved by the Defense Contract Management Agency (DCMA) or other cognizant auditor for the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their estimating system and provide the reasons for the change and copies of audit reports, as applicable.

The OASIS SB website will maintain a record of each OASIS SB Contractor's status of an acceptable estimating system for the OCO, as applicable.

#### H.6.3. Reserved

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

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

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

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

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

For cost reimbursement task orders under OASIS SB, Contractors are encouraged to execute a FPRA and/or approved billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

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

The OASIS SB website will maintain a record of which OASIS SB Contractor has a FPRA, FPRR, or approved billing rates for the OCO, as applicable.

FPRA, FPRR, and/or Approved Billing Rates will not be disclosed on the OASIS SB website.

#### H.6.5. Approved Purchasing System

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

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

Contractors are encouraged to have a purchasing system approved by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office for the entire term of OASIS SB.

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

The OASIS SB website will maintain a record of each OASIS SB Contractor's status of an approved purchasing system for the OCO, as applicable.

#### H.6.6. ISO 9001:2008 Certification

International Organization for Standardization (ISO) 9001:2008 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customer requirements as well as statutory and regulatory requirements.

Contractors are encouraged to have ISO 9001:2008 Certification during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their ISO 9001:2008 Certification and provide the reasons for the change and copies of audits from an ISO 9001 Certification Body, as applicable. If only part of a Contractor's organization is ISO 9001:2008 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

The OASIS SB website will maintain a record of each OASIS SB Contractor's status of an approved ISO 9001:2008 Certification for the OCO, as applicable.

#### H.6.7. AS9100 Certification

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

Contractors who desire to compete for work within the aerospace industry are encouraged to have AS9100 Certification during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their AS9100 Certification and provide the reasons for the change and copies of audits from an AS9100 Certification Body, as applicable. If only part of a Contractor's organization is AS9100 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

The OASIS SB website will maintain a record of each OASIS SB Contractor's status of an approved AS9100 Certification for the OCO, as applicable.

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.

Contractors are encouraged to have CMMI Maturity Level 3 or higher during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their CMMI Level and provide the reasons for the change and copies of appraisals from a CMMI Instituted Certified Lead Appraiser, as applicable. If only part of a Contractor's organization is CMMI certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

The OASIS SB website will maintain a record of each OASIS SB Contractor's status of CMMI Level for the OCO, as applicable.

#### H.6.9. Earned Value Management System

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

Contractors are encouraged to have an EVMS ANSI/EIA Standard-748 during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their EVMS and provide the reasons for the change and copies of audits by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office, as applicable. If only part of a Contractor's organization is EVMS ANSI/EIA Standard-748 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

The OASIS SB website will maintain a record of each OASIS SB Contractor's status of EVMS ANSI/EIA Standard-748 for the OCO, as applicable.

#### H.6.10. Security Clearance Requirements

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

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

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

#### H.6.10.1. Facility Clearance Level

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

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

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

The Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their FCL and provide the reasons for the change and copy of letters signed by a Facility Security Officer, screen prints from the Industrial Security Facilities Database, DD Form 441, DD Form 441-1, and SF 328, as applicable. 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. The OASIS SB website will maintain a record of each OASIS SB Contractor's status of FCL levels for the OCO.

#### H.6.10.2. Employee Security Clearance

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

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

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

#### H.6.10.3. HSPD-12

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

#### H.6.11. Sustainability

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

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

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

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

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

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

#### H.6.12. Proprietary Solutions

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

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

#### H.6.13. Reserved

#### H.6.14. Limitations on Subcontracting

In performance of services awarded under OASIS SB, at least 50% of the cost of task order performance incurred for personnel shall be expended by the OASIS SB Prime Contractor. FAR 52.219-14, Limitations on Subcontracting, will be monitored and strictly enforced by the OASIS SB CO.

#### H.6.15. Task Order Invoices

The Contractor shall specifically identify the <u>total</u> Prime and Subcontracted <u>labor</u> dollars <u>combined</u> and the total <u>labor</u> dollars Subcontracted <u>separately</u> in each invoice submitted under OASIS task orders. See Section G.3.2.3. for additional invoice data reporting requirements.

#### H.6.16. ISO 17025 Certification

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

Contractors who desire to compete for work involving laboratories within the research and development industry are encouraged to have ISO 17025 Certification during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their ISO 17025 Certification and provide the reasons for the change and copies of audits from an ISO 17025 Certification Body, as applicable. If only part of a Contractor's organization is ISO 17025 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

The OASIS SB website will maintain a record of each OASIS SB Contractor's status of an approved ISO 17025 Certification for the OCO, as applicable.

#### H.6.17. Meaningful Relationship Commitment Letters

Meaningful Relationship Commitment Letters establish commitments of performance for Contractors who referenced the resources of another entity possessing a "meaningful relationship" with the Contractor during the original proposal process. Contractors shall honor the commitments made in these proposal submissions for the life of the OASIS SB contract.

#### H.7. PARTNERING

GSA intends to encourage the foundation of a cohesive partnership between the OASIS SB Contractors, GSA OASIS SB personnel, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms of the OASIS SB contract.

Failure to attend meetings or maintain a Contractor OASIS SB webpage may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.12. and H.13.).

#### H.7.1. Meetings

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

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

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

#### H.7.2. GSA OASIS SB Webpage

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

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

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

#### H.7.3. Contractor OASIS SB Webpage

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

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

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

- 1. Link to the GSA OASIS SB webpage
- General Overview of OASIS SB
- 3. OASIS SB related marketing materials and news releases
- 4. Contractor Capabilities for OASIS SB
- 5. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, E-mail Addresses)
- 6. OASIS SB Contract (Sections A through J) and all Modifications issued within 30 days in Adobe format
- 7. DUNS Number
- 8. Sustainability Disclosures, if any

#### H.7.4. Marketing

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

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

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

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

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

#### H.7.5. Minimum Task Order Awards

Starting from the date of the OASIS SB Notice-to-Proceed, the Contractor shall attain a minimum of <u>3 task order awards or a total task order estimated value of \$20M (total estimated value of all task orders inclusive of all options)</u> prior to the exercise of Option 1. In the event a Contractor is on-ramped to the contract after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is on-ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of 4 task order awards prior to the exercise of Option 1.

Failure to attain the expected number of task order awards prior to the exercise of Option 1 may result in a Contractor being Off-Ramped (See Sections H.13.).

#### H.8. TRAINING AND PERMITS

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

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

#### H.9. ETHICS AND CONDUCT

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

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

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (Sections H.12. and H.13.).

#### H.9.1. Supervision

The Contactor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under OASIS SB and the Government will not exercise any supervision or control over the Contractor in the

performance of contractual services under OASIS SB. The Contractor is accountable to the Government for the actions of its personnel.

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

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

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

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

#### H.9.2. Conduct

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

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

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

#### H.9.3. Conflicts of Interest

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

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

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

required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

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

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

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

#### H.9.4. Cooperation with other Contractors on Government Sites

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

#### H.10. GOVERNMENT PROPERTY

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

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

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

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

#### H.10.1. Leasing of Real and Personal Property

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

#### H.10.2. Government Facilities

The Contactor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as necessary.

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

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

#### H.10.3. Rights of Ingress and Egress

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

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

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

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

#### H.11. ON-RAMPING

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

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

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

#### H.11.1. Lateral Pool Ramping

In accordance with Section G.3.11., Contractors under OASIS SB will be required to recertify their business size standard under their existing NAICS Pool(s).

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

For example, if Contractor X in OASIS SB Pool 1 (\$14M size standard) only has a contract in Pool 1 and no longer qualifies as a small business for that Pool after recertification, Contractor X may elect to be considered for Pools 2 through 6 assuming they can qualify as a small business for each of those respective Pools.

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

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

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

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

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

#### H.11.2. Vertical Pool On-Ramping

OASIS SB is part of a family of contracts. OASIS SB is a 100% Small Business Set Aside contract with an identical scope to OASIS, which is a full and open competition.

For those OASIS SB Contractors who no longer certify as a small business for their respective Pool(s), the OASIS SB Contractor may elect to be considered to be placed on the corresponding Pool(s) of the OASIS SB contract. However, the recertification as a large business of the company must <u>not</u> have been achieved on the basis of a merger or acquisition; or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of OASIS SB.

For example, if Contractor X in OASIS SB Pool 1 (\$14M size standard) can no longer certify as a small business for that Pool, Contractor X may elect to be considered for Pool 1 of the OASIS unrestricted contract as a large business.

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

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

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

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

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

#### H.11.3. Open Season On-Ramping

GSA will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors to any Pool(s) under OASIS SB at any time, subject to the following conditions.

- 1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action
- 2. An open season solicitation is issued under current Federal procurement law
- 3. The solicitation identifies the total anticipated number of new contracts that GSA intends to award
- 4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation
- 5. The award decision under the open season solicitation is based upon substantially the same evaluation factors/subfactors as the original solicitation
- 6. An Offeror's proposal must meet all of the Acceptability Pass/Fail Criteria of the original solicitation
- 7. An Offeror's proposal must receive a proposal score equal to or higher than the lowest scoring Contractor within the Pool(s) being applied for Note: The lowest scoring Contractor is based on the lowest evaluated numerical score within a given Pool in accordance with the scoring table in Section M.4. of the solicitation at the time of the original awards.
- 8. The terms and conditions of any resulting awards are materially identical to the existing version of the contract and,
- 9. The period of performance term for any new awards is coterminous with the existing term for all other Contractors

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

The OASIS SB CO may conduct an open season on-ramp for any or all OASIS SB Pools without conducting any other on-ramp.

#### H.12. DORMANT STATUS

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

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

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

Dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the OASIS SB CO must first send a letter, 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 SB CO, to provide the OASIS SB CO with a remediation plan to correct the deficiencies/issues. If the OASIS SB CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the OASIS SB CO is not satisfied with the response, or the remediation plan is not effective, the OCO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The OASIS SB CO final decision may be appealed to the OASIS SB Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201 and GSAM 533.214. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or United States Court of Federal Claims.

#### H.13. OFF-RAMPING

GSA reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped have no active task orders under OASIS SB at the time of the Off-Ramping. Off-ramping methods may result from one of the following conditions:

- Permitting the Contractor's OASIS SB Contract term to expire instead of exercising Option I.
- 2. Exercising the Contractor's OASIS SB Contract in some Pools, but not all Pools.
- 3. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under OASIS SB.
- 4. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- 5. Termination as defined in FAR Part 49.
- 6. Contractors who fail to meet the standards of performance, deliverables, or compliances.
- 7. Taking any other action which may be permitted under the OASIS SB terms and conditions.

(END OF SECTION H)

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

#### I.1. TASK ORDER CLAUSES

In accordance with <u>FAR 52.301</u>, Solicitation Provisions and Contract Clauses (Matrix), due to the various combinations for contract provisions/clauses that may be <u>Optional</u> under an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, OASIS SB cannot predetermine all the contract provisions/clauses for future individual task orders. However, all <u>Applicable and Required</u> provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS SB task orders, based on their <u>specific contract type</u>, <u>statement of work</u>, and <u>dollar value</u>.

All <u>Applicable and Required</u> provisions/clauses that automatically flow down to task orders shall remain <u>unchanged</u> as of Federal Acquisition Circular (FAC) No. [TBD], effective date [TBD], throughout the entire term of performance under OASIS SB. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future task orders solicited under OASIS SB, the future Applicable or Required provision/clause may be updated by FAC No. and effective date under a bi-lateral modification to OASIS SB.

The OCO must only identify any <u>Optional</u>, <u>and/or Agency-Specific</u> provisions/clauses for each individual task order solicitation and subsequent award. The OCO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

#### I.2. OASIS SB CLAUSES

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

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

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

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

- (a) Deviations to FAR clauses.
- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.
- (b) *Deviations to GSAR clauses*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

#### (End of clause)

FAR	TITLE	DATE
52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-16	Preventing Personal Conflict of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	DEC 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred,	DEC 2010
	Suspended, or Proposed for Debarment	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.211-5	Materials Requirements	AUG 2000
52.215-2	Audit and Records —Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-	OCT 2010
50.045.04	Modifications	007.0040
52.215-21	Alternate IV	OCT 2010
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-9	Alternate II	OCT 2001
52.219.14	Limitations on Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	APR 2012
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	JUL 2005
52.222-19	Child Labor – Cooperation With Authorities and Remedies	MAR 2012
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010

FAR	TITLE	DATE	
52.222-37	Employment Reports Veterans	SEP 2010	
52.222-38	Compliance With Veterans Employment Reporting Requirements	SEP 2010	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act		
52.222-50	Combating Trafficking in Persons	FEB 2009	
52.222-54	Employment Eligibility Verification	JUL 2012	
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011	
52.223-6	Drug-Free Workplace	MAY 2001	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011	
52.223-19	Compliance with Environmental Management Systems	MAY 2011	
52.224-1	Privacy Act Notification	APR 1984	
52.224-2	Privacy Act	APR 1984	
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008	
52.227-1	Authorization and Consent	DEC 2007	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007	
52.227-3	Patent Indemnity	APR 1984	
52.227-14	Rights in Data—General	DEC 2007	
52.227-17	Rights in Data-Special Works	DEC 2007	
52.228-5	Insurance - Work on a Government Installation	JAN 1997	
52.229-3	Federal, State, and Local Taxes	APR 2003	
52.230-2	Cost Accounting Standards	MAY 2012	
52.230-3	Disclosure and Consistency of Cost Accounting Practices	MAY 2012	
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns	MAY 2012	
52.230-6	Administration of Cost Accounting Standards	JUN 2010	
52.232-8	Discounts For Prompt Payment	FEB 2002	
52.232-9	Limitation on Withholding of Payments	APR 1984	
52.232-11	Extras	APR 1984	
52.232-17	Interest	OCT 2010	
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	OCT 2003	
52.233-1	Disputes	JUL 2002	
52.233-1	Alternate I	DEC 1991	
52.233-3	Protest After Award	AUG 1996	
52.233-4	Applicable Law For Breach of Contract Claim	OCT 2004	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984	
52.237-3	Continuity of Services	JAN 1991	
52.242-13	Bankruptcy	JUL 1995	
52.243-1	Changes – Fixed-Price	AUG 1987	
52.243-1	Alternate II	APR 1984	
52.244-5	Competition in Subcontracting	DEC 1996	
52.244-6	Subcontracts For Commercial Items	DEC 2010	
52.245-1	Government Property	APR 2012	
52.245-9	Use and Charges	APR 2012	
52.246-4	Inspection of Services – Fixed Price	AUG 1996	
52.246-25	Limitation of Liability – Services	FEB 1997	
52.249-2	Termination For Convenience of the Government (Fixed-Price)	APR 2012	
52.249-8	Default (Fixed-Price Supply And Service)	APR 1984	
52.251-1	Government Supply Sources	APR 2012	
52.253-1	Computer Generated Forms	JAN 1991	

#### I.3. GSAR CLAUSES INCORPORATED BY REFERENCE

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	FEB 1996
552.216-74	Task-Order and Delivery-Order Ombudsman	AUG 2010
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.228-5	Government as Additional Insured	MAY 2009
552.232-1	Payments (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	Assignment of Claims	SEP 1999
552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	NOV 2009
552.237-73	Restriction on Disclosure Of Information	JUN 2009

#### I.4. FAR AND GSAR CLAUSES IN FULL TEXT

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

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via https://www.acquisition.gov.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
  - (i) Government personnel and authorized users performing business on behalf of the Government; or
  - (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
  - (i) Past performance reviews required by subpart 42.15:
  - (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
  - (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information shall within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor shall cite <u>52.209-9</u> and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through the contract end date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor—
    - (1) Any order for a single item in excess of **N/A** per year
    - (2) Any order for a combination of items in excess of N/A per year
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection <u>52.216-21</u> of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract in accordance with Section F.4.

#### I.4.5. FAR 52.217-8 Option to Extend Services (NOV 1999)

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

#### I.4.6. FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
  - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years, 6 months.

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

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

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

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

- J.1. LABOR CATEGORIES AND DEFINITIONS Attachment (1)
- J.2. DIRECT LABOR RATE RANGES Attachment (2)
- J.3. BACKGROUND AND POOL IDENTIFICATION Attachment (3)
- J.4. OFFEROR'S PROPOSAL CHECKLIST Attachment (4)
- J.5. RELEVANT EXPERIENCE TEMPLATE Attachment (5)
- J.6. PAST PERFORMANCE RATING FORM Attachment (6)
- J.7. SUBCONTRACTING PLAN TEMPLATE Attachment (7)
- J.8. COST/PRICE TEMPLATE Attachment (8)
- J.9. Reserved
- J.10. REQUEST FOR INFORMATION TEMPLATE Attachment (10)

(END OF SECTION J)

# PART IV – REPRESENTATIONS AND INSTRUCTIONS SECTION K – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

#### K.1. REPRESENTATIONS AND CERTIFICATIONS

Subject to FAR 52-204-8, Annual Representations and Certifications, the Offeror <u>shall</u> have completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>.

The ORCA must have been entered or updated within the last 12 months of the solicitation due date unless changes are submitted in accordance with paragraph (d) of FAR 52.204-8.

The Offeror <u>shall</u> ensure that the following provisions are current, accurate, and complete in ORCA or the Offeror may not be considered eligible for award.

1.	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
		(SEPT 2007)

- 2. FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010)
- 3. FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)
- 4. FAR 52.222-25 Affirmative Action Compliance (APR 1984)
- 5. FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (SEP 2010)
- 6. FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (AUG 2009)
- 7. FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (DEC 2012)

The Offeror <u>shall</u> submit Sections K.1.1 through K.1.7 with their proposal submission regardless if the information is entered or updated in ORCA within the last 12 months of the solicitation due date.

#### K.1.1. AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5)(SEP 1999)

- (a) Deviations to FAR provisions.
- (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.
- (b) *Deviations to GSAR provisions*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of provision)

#### K.1.2. FAR 52.204-8 Annual Representations and Certifications (DEC 2012)

- (a)(1) This acquisition has multiple North American Industry Classification System (NAICS) codes assigned to it. These NAICS codes are associated with OASIS SB Pools 1 6, as specified in Section H.4.
  - (2) The small business size standard is based on the following:

POOL 1: \$14 Million
POOL 2: \$19 Million
POOL 3: \$35.5 Million
POOL 4: 500 Employees
POOL 5: 1,000 Employees
POOL 6: 1,500 Employees

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

- (ix) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiii) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
  - (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) <u>52.225-4</u>, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies. (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-
- (xviii)  $\underline{52.225}$ -6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at  $\underline{52.225}$   $\underline{5}$ .
- (xix) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at <u>52.219-23</u>, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
  - (2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
    - \_\_ (i) 52.219-22, Small Disadvantaged Business Status.
  - \_\_ (A) Basic.
  - (B) Alternate I.
    - \_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_ (iii) <u>52.222-48</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- \_\_ (iv) <u>52.222-52</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
- \_\_ (v) <u>52.223-9</u>, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
  - \_\_ (vi) <u>52.227-6</u>, Royalty Information.

(A	) Basic.							
(B)	Alternate I.							
. ,	(vii) 52.227-15.	Representation	of Limited	Rights [	Data and	Restricted (	Computer	Software

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR <a href="4.1201">4.1201</a>); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

	I AIL OLAUGL #	TITLE	DAIL	OHANGE
	Any changes provided	d by the Offe	ror are ap	oplicable to this solicitation only, and do not result in an update to the
re	epresentations and cert	ifications pos	sted on Ol	RCA.

(End of provision)

#### K.1.3. FAR 52.209-7 Information Regarding Responsibility Matters (FEB 2012)

DATE CHANGE

(a) Definitions. As used in this provision—

TITLE

FAR CLAUSE #

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

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

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

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

- (b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or

- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.
- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <a href="https://www.acquisition.gov">https://www.acquisition.gov</a> (see 52.204-7).

(End of Provision)

#### K.1.4. FAR 52.219-1 Small Business Program Representations (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is based on POOLS in accordance with Section H.4. The following table identifies NAICS codes associated with each Pool.

	P00L 1					
	(\$14M Business Size Standard)					
NAICS CODE	NAICS CODE NAICS TITLE					
541330	Engineering Services					
541360	Geophysical Surveying and Mapping Services					
541370	Surveying And Mapping (Except Geophysical) Services					
541380	Testing Laboratories					
541611	Administrative Management and General Management Consulting Services					
541612	Human Resources Consulting Services (2007), Human Resources and Executive Search Consulting Services (2002)					
541613	Marketing Consulting Services					
541614	Process, Physical Distribution, and Logistics Consulting Services					
541618	Other Management Consulting Services					
541620						
541690	•					
541810						
541820						
541830						
541840	Media Representatives					
541850	541850 Outdoor Advertising					
541860	Direct Mail Advertising					
541870	Advertising Material Distribution Services					
541890	541890 Other Services Related to Advertising					
541910						
541990	All Other Professional, Scientific, and Technical Services					
	POOL 2					
	(\$19M Business Size Standard)					
NAICS CODE	NAICS TITLE					
541211	Offices of Certified Public Accountants					
541213	541213 Tax Preparation Services					

541214	Payroll Services				
541219	Other Accounting Services				
541720	Research and Development in the Social Sciences and Humanities				
	POOL 3				
NAICC CODE	(\$35.5M Business Size Standard)				
NAICS CODE	NAICS TITLE				
541330 Exception A	Military and Aerospace Equipment and Military Weapons				
541330 Exception B	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992				
541330 Exception C	Marine Engineering and Naval Architecture				
	POOL 4				
(500 Employees Business Size Standard)  NAICS CODE NAICS TITLE					
541711	Research and Development in Biotechnology				
Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)					
	POOL 5				
	(1,000 Employees Business Size Standard)				
NAICS CODE	NAICS TITLE				
541712 Exception B	Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts				
541712 Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion  Exception C Units Parts, and their Auxiliary Equipment and Parts					
	POOL 6 (1,500 Employees Business Size Standard)				
NAICS CODE	NAICS TITLE				
541712 Exception A	Aircraft				

#### (2) The small business size standard is based on the following:

POOL 1: \$14 Million
POOL 2: \$19 Million
POOL 3: \$35.5 Million
POOL 4: 500 Employees
POOL 5: 1,000 Employees
POOL 6: 1,500 Employees

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern UNDER POOL 1

(2) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern UNDER POOL 2

(3) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern UNDER POOL 3 (4) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern UNDER POOL 4 (5) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern UNDER POOL 5 (6) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern UNDER POOL 6
(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.  (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The Offeror represents a part of its offer that—
<ul> <li>(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and</li> </ul>
(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]
Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The Offeror represents as part of its offer that—
(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture
Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.  (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this
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provision.] The Offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The Offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled

(8) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this

veteran-owned small business concern.

provision.] The Offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:


Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.

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

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the

preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## K.1.5. FAR 52.230-1 Cost Accounting Standards Notices and Certification (MAY 2012)

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

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

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

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

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

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

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

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the coo	ınizanl
ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)	

Date of Disclosure Statement:		

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The Offeror hereby certifies that the equired Disclosure Statement was filed as follows:	ereby certifies that the	
Date of Disclosure Statement:		
Name and Address of Cognizant ACO or Federal Official Where Filed:		

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [ ] (3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.
- [ ] (4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

#### II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contractor subcontract of \$50 million or more.

#### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(End of provision)

## K.1.6. FAR 52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (APR 2005)

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

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

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

(End of provision)

# K.1.7. GSAR 552.203-72 Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felony Conviction under any Federal Law (DEVIATION) (APR 2012)

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

(End of Provision)

(END OF SECTION K)

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://acquisition.gov/

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

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

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

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

Submission of certified cost or pricing data is not required.

(End of provision)

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

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

(End of provision)

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

The Government intends to establish a Multiple Award IDIQ Contract that consists of 6 separate Pools of Contractors based upon size standards and 40 contract awards for each Pool. A single Contractor may compete for more than one Pool. In the event of a tie at the position of number 40, all Offerors tied for this position will receive a contract award.

(End of provision)

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

The Government intends to award multiple contracts for the same or similar advisory and assistance services in 6 separate Pools of 40 awardees in each Pool under this solicitation.

(End of provision)

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

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

General Services Administration Federal Acquisition Service OASIS SB Program Office Attn: Contracting Officer 819 Taylor Street Suite 7A37 Fort Worth, Texas 76102

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

(End of provision)

#### L.3. PROPOSAL SUBMISSION INSTRUCTIONS

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

Offerors are instructed to read the entire solicitation document prior to preparation of your offer. Omission of any information to the proposal submission requirements may result in rejection of the offer.

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation. Offerors shall only submit one proposal as a Prime Contractor.

Offerors are prohibited from modifying, in any way, shape, or form, any documents, printed or electronic, associated with this solicitation and any amendment(s) thereto. The electronic solicitation documents, as posted on www.fbo.gov, shall be the "official" documents for this solicitation.

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

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

## L.3.1. Proposal Submission Instructions and Due Date

The Offeror's proposal shall be formatted in six (6) separate electronic folders that correspond to the Volumes identified in Section L.4. Offerors shall include each proposal folder on DVDs to be mailed/delivered.

Offerors shall ensure that all electronic media is virus free. Nothing may be included except the proposal files. All documents shall follow the file naming methodology in Section L.4. No paper version of your proposal shall be submitted.

## PROPOSALS ARE DUE NO LATER THAN [TIME TBD], CENTRAL TIME, ON [DATE TBD]

## Proposals shall be submitted to:

OASIS Program Office Attn: Tommy Thomas or Valerie Bindel or Todd Richards 819 Taylor St, Suite 7A37 Ft. Worth, TX 76102

#### L.3.2. Solicitation Questions

The OASIS SB CO is the sole point of contact for this solicitation. Offerors shall address all questions via e-mail to the OASIS SB CO at OASIS@gsa.gov. The Offeror must include the company name and solicitation number in the subject line of the email. The question(s) must include the page number, section number, and paragraph number that pertains to the Offeror's question. Questions not submitted via <a href="Mailto:OASIS@gsa.gov">OASIS@gsa.gov</a> will not be answered. Questions can be e-mailed any time after the solicitation is posted at www.fbo.gov; however, all questions must be received no later than [Date, Time TBD]. All questions will be answered under a single amendment to the solicitation posted at www.fbo.gov. Questions received after [Date, Time TBD], will only be answered at the discretion of the OASIS SB CO by amendment to the solicitation posted at www.fbo.gov. Acknowledgement of receipt of questions will not be made. Please thoroughly review the entire solicitation prior to submitting questions.

#### L.4. PROPOSAL FORMAT

Proposals shall be divided into six separate Volumes as follows:

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

All documents submitted under Volumes 1 through Volume 6 shall be submitted in accordance with the file formats in the table below. It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.

Offerors shall adhere to the Volume Numbers, Format and/or Templates, Page Limitations, and File Names provided in the Table below. Offerors shall include their company name or company name abbreviation in the filename. Example in the table below is for the ABC Company. If page limitations are exceeded, the excess pages will be not be evaluated.

## **TABLE LEGEND**

- \* NTE Not to Exceed
- \*\* Note 1: Pages shall be 8.5 x 11 inches and may be in any spacing, font type, or font size that is easily readable; font type and size (12) point Arial is preferred; Margins of 1 inch are preferred.

Volume #	Section Reference	Title	Format or Template	Page Limit	File Name
1	L.5.1.1.	SF 33	SF 33	Limited to the SF 33 Form only	ABCVOL1.SF33.pdf
	L.5.1.2.	Background and Pool Identification	Section J.3., Att. (3)	Limited to the template in accordance with Section J.3., Att. (3)	ABCVOL1.J.3.pdf
	L.5.1.3.	Offeror's Proposal Checklist	Section J.4., Att. (4)	Limited to the template in accordance with Section J.4., Att. (4)	ABCVOL1.J.4.pdf
	L.5.1.4.	Meaningful Relationship Commitment Letters, <u>if</u> <u>applicable</u>	** See Note 1	1 Page per proposal element that references other than the official legal bidding entity	ABCVOL1.CL1.pdf ABCVOL1.CL2.pdf ABCVOL1.CL3.pdf Etc
	L.5.1.5.	Acceptable Accounting System	(DCAA or CFA Audit Report or Letter) or (Independent Audit Report and Section J.x., Att. (x))	No page limitations to audit report. In addition, for independent accounting firm audits <b>only</b> , use the template in accordance with Section J.X. Att. (x).	ABC-VOL1-AAS.pdf
	L.5.1.7.	Professional Employee Compensation Plan	** See Note 1	No page limitations	ABCVOL1.CP.pdf
	L.5.1.8.	Uncompensated Overtime Policy	** See Note 1	No page limitations	ABCVOL1.UOP.pdf
	L.5.1.9.	Subcontracting Plan	Section J.7., Att. (7)	No page limitations	ABCVOL1.SP.pdf
	L.5.1.10.	Existing CTA, if applicable	** See Note 1	No page limitations	ABCVOL1.CTA.pdf
2	L.5.2.1.	Financial Resources	GSA Form 527	Limited to the GSA Form 527 only	ABCVOL2.527.pdf
	L5.2.2.	Reps & Certs	ORCA and Section K	Limited to ORCA and Section K only	ABCVOL2.RC.pdf
3	L.5.3.1.	NAICS Code revised by Warranted Contracting Officer, if applicable	Letter or email	**NTE 1 page	ABCVOL3.NC1.pdf ABCVOL3.NC2.pdf ABCVOL3.NC3.pdf Etc
	L.5.3.4	Relevant Experience Template	Section J.5., Att. (5)  Attached award document verification	Limited to the template instructions in accordance with Section J.5., Att. (5).  Limited to the award document attachments only	ABCVOL3.RE.pdf

4	L.5.4.2.	Past Performance Rating Form, only if No PPIRS/CPARS exists	Section J.6, Att. (6)	Limited to the template in accordance with Section J.6., Att. (6)	ABCVOL4.PPR1.pdf ABCVOL4.PPR2.pdf ABCVOL4.PPR3.pdf Etc
5	L.5.5.1.	Approved Purchasing System, if applicable	Copy of Audit Report Documents/Letters  ** See Note 1	Limited to the Audit Report Documents/Letter verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABCVOL5.APS.pdf
	L.5.5.3.	FPRA/FPRR/ABR, <u>if</u> <u>applicable</u>	Copy of Audit Report Documents/Letters  ** See Note 1	Limited to the Audit Report Documents/Letter verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABCVOL5.FPRA1.pdf ABCVOL5.FPRA2.pdf ABCVOL5.FPRA3.pdf Etc
	L.5.5.4.	EVMS, <u>if applicable</u>	Copy of verification/approval ** See Note 1	Limited to the verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABCVOL5.EVMS.pdf
	L.5.5.5.	Acceptable Estimating System, if applicable	Copy of Audit Report Documents/Letters  ** See Note 1	Limited to the Audit Report Documents/Letter verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABCVOL5-AES.pdf
	L.5.5.6.	CMMI Maturity Level 3 or higher, if applicable	Copy of Certification Body verification/approval ** See Note 1	Limited to the verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABCVOL5.CMMcert.pdf ABCVOL5.CMMpoc.pdf
	L.5.5.7.	ISO 9001:2008, if applicable	Copy of Certification Body verification/approval ** See Note 1	Limited to the verification requirements and **NTE 1 page for POC information,	ABCVOL5.2008cert.pdf ABCVOL5.2008poc.pdf

	1.550	100 47005	0 10 55 5	page numbers and paragraph references	ADO VOLE 47005 - V
	L.5.5.8.	ISO 17025, if applicable	Copy of Certification Body verification/approval ** See Note 1	Limited to the verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABC-VOL5.17025.pdf ABC-VOL5.17025poc.pdf
	L.5.5.9.	AS9100, if applicable	Copy of Certification Body verification/approval ** See Note 1	Limited to the verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABCVOL5.AS9100.pdf ABCVOL5.AS9100poc.pdf
	L.5.5.10.	FCL, <u>if applicable</u>	Copy of letterhead by a FSO from DSS and screen prints from the ISFD ** See Note 1	Limited to the verification requirements and **NTE 1 page for POC information, page numbers and paragraph references	ABCVOL5.FCL.pdf ABCVOL5.FCLpoc.pdf
6	L.6.	Cost/Price Template	Section J.8., Att. (8)	Limited to the template in accordance with Section J.8., Att. (8)	ABCVOL6.COSTPRICE.xls
	M.6.	Cost/Price Rationale, only if necessary	Rationale ** See Note 1	** NTE 1 page per labor category disputed	ABCVOL6.RAT1.doc ABCVOL6.RAT2.doc ABCVOL6.RAT3.doc Etc

# L.5. PROPOSAL CONTENT L.5.1. VOLUME 1 – GENERAL

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

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

Using the SF 33 form, Solicitation, Offer and Award, posted as page 1 of the solicitation in <a href="www.fbo.gov">www.fbo.gov</a>, the Offeror shall resubmit the SF 33, form with the following information:

- 1. The Offeror shall fill out blocks 12 through blocks 19 accordingly;
- 2. The Government requires a minimum acceptance period of not less than 365 calendar days. The Offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period of 365 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of your offer. Your offer may only specify a longer acceptance period than the Government's minimum requirement;
- 3. If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33;
- 4. The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in the CCR or SAM.GOV and corresponding DUNS Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary);
- 5. The Offeror's Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized representative with authority to commit the Offeror to contractual obligations

## L.5.1.2. Background and Pool Identification

The Offeror shall provide answers to all the questions, with signature, in accordance with Section J.3., Attachment (3), titled, "BACKGROUND AND POOL IDENTIFICATION". No other format or additional proposal documentation will be considered.

## L.5.1.3. Offeror's Proposal Checklist

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

#### L.5.1.4. Meaningful Relationship Commitment Letters, if applicable

"Offeror" means the official legal bidding entity identified in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding DUNS Number in the CCR and SAM.GOV that matches the Offeror name on the SF 33.

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

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

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

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

"Contractor Team Arrangement" means an arrangement in which two or more companies form a partnership or joint venture to act as a potential prime contractor; or a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

An Offeror shall not be an Inverted Domestic Corporation for the purposes of submitting a proposal under this solicitation. Inverted Domestic Corporations are strictly prohibited from submitting a proposal under this solicitation.

An Offeror shall not form a new Contractor Team Arrangement (CTA) for the purposes of submitting a proposal under this solicitation. A newly formed CTA in the form of a Partnership, Joint Venture, or Prime/Sub relationship is strictly prohibited from submitting a proposal under this solicitation.

An Offeror may submit a proposal under an existing CTA in the form of a Partnership or Joint Venture ONLY if the existing CTA has a corresponding DUNS Number in the CCR and SAM.GOV and the existing CTA has performed out all the proposal submission documents (Volume One (1) through Six (6)) in the sole name of the existing CTA. (See Section L.5.1.8.)

GSA will allow an Offeror to take credit for a relevant experience project, system, or certification from a Parent Company, Affiliate, Division, and/or Subsidiary so long as there is a meaningful relationship between the identified parties. For the purposes of OASIS SB, a "meaningful relationship" exists when at least one of the following conditions exist:

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

Only one offer may be submitted by a corporate structure. Offerors may not share experience references, systems, certifications, or any other proposal element with a different Offeror.

For each proposal submission element that references another entity within an organization, other than the official legal bidding entity, the Offeror must identify in a separate document the meaningful relationship between the entities as it relates to each of the evaluation criteria the Offeror is taking credit for. Additionally, the Offeror must also provide a letter of commitment from both the Offeror and other identified entity regarding the performance and utilization of the entity/system/certification on OASIS SB task orders.

For example, if ABC Inc. is taking credit for ABC R&D L.L.C. Division's "Approved Accounting System", ABC Inc. must show how OASIS SB task orders will be processed through ABC L.L.C. R&D Division's Accounting System. Furthermore, ABC Inc. must submit a "commitment letter" from ABC L.L.C. R&D Division that they will, in fact, process all of ABC Inc.'s OASIS SB task orders, other than fixed-price, through ABC R&D L.L.C. Division's Accounting System. This example applies to all the proposal submission documents. These meaningful relationship commitment letters will be incorporated by reference into any resulting contract award.

## L.5.1.5. Acceptable Accounting System

To be eligible for award, the Offeror must provide verification of an acceptable accounting system by the Defense Contract Audit Agency (DCAA) or Cognizant Federal Agency (CFA) or an independent accounting firm.

If the Offeror's accounting system has been audited by DCAA or CFA, the verification requirements shall include a copy of the Offeror's official audit report and audit report number and/or official letterhead from DCAA or CFA, verifying the acceptability of the Offeror's accounting system. The Offeror shall highlight the page number and paragraph of the audit report or letter that verifies the acceptability of the accounting system. There are no limitations regarding the date of the audit report and/or letter as long as there were no subsequent deficiencies that rescinded the acceptability of the accounting system.

If the Offeror's accounting system has not been audited by DCAA or CFA, the Offeror shall submit an audit from an independent accounting firm. Verification requirements shall include a copy of the Offeror's official audit report and audit report number verifying the acceptability of the Offeror's accounting system. In addition, the Offeror must have the auditing firm fill out and certify to the information listed in Section J.x., Attachment (x), "ACCOUNTING SYSTEM TEMPLATE". The complete Instructions for filling out the Accounting System Template is found in Section J.x., Attachment (x). No other format or additional proposal documentation will be considered. There are no limitations regarding the date of the audit report and/or letter as long as there were no subsequent deficiencies that rescinded the acceptability of the accounting system.

#### L.5.1.6. Reserved

## L.5.1.7. Professional Employee Compensation Plan

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

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

For the master contract level, the Offeror shall submit a Professional Employee Compensation Plan that addresses the Offeror's methodology for determining salaries and fringe benefits for their professional employees in preparation of future requirements under this contract.

The professional employee compensation plan will be incorporated by reference into any resulting contract award.

#### L.5.1.8. Uncompensated Overtime Policy

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences

such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

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

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

The uncompensated overtime policy will be incorporated by reference into any resulting contract award.

## L.5.1.9. Subcontracting Plan

For Small Business concerns who opt to provide this, the Offeror shall provide a Subcontracting Plan in accordance with Section J.7., Attachment (7), "SUBCONTRACTING PLAN TEMPLATE". The Offeror must adapt this template to fit their subcontracting situation. The template is NOT a fill-in-the-blank form and the Offeror must remove all instructional language. This template does NOT establish minimum requirements for an acceptable plan. GSA expects Offerors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan Requirements, and the following Sections below.

The plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business (including ANCs and Indian Tribes), and women-owned small business concerns, for the basic contract period and Option I.

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

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

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

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

Socio-economic Categories	Sample	Goals
	Dollars	
Total dollars to be subcontracted:	\$1,000,000	100%
To: Large Business	\$500,000	50%
To all: Small Businesses (includes sub-categories listed below)	\$500,000	50%
HubZone Small Businesses	\$30,000	3%
Small Disadvantaged Businesses	\$50,000	5%
Women-Owned Small Businesses	\$50,000	5%
Veteran-Owned Small Businesses (includes SDVOSB below in this	\$30,000	3%

total)		
Service-Disabled Veteran-Owned Small Businesses	\$30,000	3%

## L.5.1.10. Existing Contractor Team Arrangement (CTA), if applicable

A Contractor Team Arrangement (CTA) means an arrangement in which two or more companies have formed a Partnership or Joint Venture to act as a potential Prime Contractor.

Offerors are strictly prohibited from forming a new CTA for the purposes of submitting an offer to meet the evaluation standards for OASIS SB. This Section only applies if an Offeror is proposing as an existing CTA who has all the Relevant Experience, Past Performance, and, Systems, Certifications, and Clearances from their existing CTA. Offeror shall not form a new CTA Partnership or Joint Venture for the sole purpose of submitting a proposal.

Offerors who already have an existing CTA agreement may submit a proposal under OASIS SB subject to the following conditions:

- 1. The existing CTA is registered in the Central Contractor Registration (CCR) or SAM.GOV and has a corresponding DUNS Number:
- 2. The existing CTA meets the definition of a joint venture for size determination purposes (FAR 19.101(7)(i));
- 3. The Representations and Certifications in Section K must be submitted by the existing CTA;
- 4. The existing CTA, <u>not the individual members</u>, must represent all proposal submission documents for Relevant Experience, Past Performance, Systems, Certifications, and Clearances, as applicable, under this solicitation;
- 5. The existing CTA must submit a full and complete copy of the document(s) that established the CTA relationship., with original signatures, and the CTA must fully disclose the legal identity of each member of the CTA, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member;
- 6. The existing CTA documents must clearly identify the entities which make up the CTA relationship, including disclosure of the primary point of contact for each of the members of the team;
- 7. The existing CTA documents must disclose whether or not the CTA designates a particular entity as the "team lead," and if so, the CTA must clearly explain the specific duties/responsibilities of the "team lead" to the other members of the team and to the Government:
- 8. The existing CTA documents must clearly describe the specific duties/responsibilities of each member of the team as they relate to each other, explain the specific duties/responsibilities that each team member will have for purposes of contract performance under OASIS SB and meeting the performance standards in Section F.4.:
- 9. The existing CTA documents must address the circumstances and procedures for replacement of team members, including the team lead, and whether or not the approval of the Government is required prior to replacing any team members:
- 10. The existing CTA document must address the duration of the CTA, including when it became effective, when it expires, and the basis for termination.

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

#### L.5.2. VOLUME 2 - RESPONSIBLITY

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

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

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

#### L.5.2.1. Financial Resources

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

The Offeror shall complete and submit a GSA Form 527, Contractor's Qualification and Financial Information, located at www.gsa.gov/forms.

## L.5.2.2. Representations and Certifications

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

## L.5.3. VOLUME 3 – RELEVENT EXPERIENCE

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

Relevant Experience is divided into two categories:

- The first category of relative experience is tied solely to the Five (5) projects submitted under Sections L.5.3.1. The criteria in Sections L.5.3.1. through L.5.3.2.8. apply to the same Five (5) projects.
- The second category of relative experience can be based on any set of projects the Offeror chooses to submit in accordance with Section L.5.3.3. The criteria in Sections L.5.3.3.1. through L.5.3.3.2. apply to the second category.

#### L.5.3.1. Minimum Requirements for Relevant Experience Projects

A relevant experience "project" is defined as a single project under a single award stand-alone contract or a single task order placed under an IDIQ, "Task-Order" contract (FAR 16.501-1) or Blanket Purchase Agreement (BPA)(FAR 8.405-3). However, one (1) of the five (5) required relevant experience projects may be a collection of orders issued under a single-award IDIQ contract or single-award BPA.

Using the relevant experience template in accordance with the instructions in Section L.5.3.4., the Offeror must submit Five (5) distinct relevant experience projects, (each as a Prime Contractor or existing CTA in accordance with Section L.5.1.8), that meet the following minimum conditions:

- Involve the performance and/or integration of at least Three (3) out of the Six (6) OASIS SB Core Disciplines. The OASIS SB Core Disciplines are described in Section C and include Program Management Services, Management Consulting Services, Scientific Services, Engineering Services, Logistics Services, and Financial Management Services:
- 2. Each of the Five (5) projects must have an annual project value equal to or greater than \$750,000 per year. Annual project value for completed projects is determined as follows: total obligated dollars divided by the total number of months of performance multiplied by 12. Annual project value for ongoing projects is determined as follows: total estimated value (inclusive of all options) divided by the total number of months of performance (including all possible options) multiplied by 12;
- 3. Each project must have been completed within the past Five (5) years prior to the solicitation closing date; or, be ongoing with at least One (1) year of performance completed prior to the solicitation closing date; (Note: a project may be ongoing with less than One (1) year of performance only if the project has a past performance assessment completed in the Past Performance Information Retrieval System (PPIRS) and finalized in the Contractor Performance Assessment Reporting System (CPARS));
- 4. Any combination of U.S. Federal Government, U.S. State Government, International Public Sector, and Non-Government/Commercial projects can be submitted; however, at least One (1) out of Five (5) projects must be for work that was for the U.S. Federal Government under a contract, task order, or single award task order contract awarded by the U.S. Federal Government;
- 5. At least One (1) relevant experience project must have reported a NAICS Code in the Federal Procurement Data System – Next Generation (FPDS-NG) that corresponds directly to a NAICS Code Pool being applied for. The NAICS Code Exceptions are waived and the individual NAICS Code number itself is used to make this determination. Example scenarios include the following:
  - All relevant experience projects have a NAICS Code 541330 (regardless of Exceptions or not) reported in FPDS-NG; therefore, the Offeror is eligible to compete for NAICS Code Pools 1 and 3 only.
  - All relevant experience projects have a NAICS Code 541611 reported in FPDS-NG; therefore, the Offeror is eligible to compete for NAICS Code Pool 1 only.
  - All relevant experience projects have reported a NAICS Code 541712 (regardless of Exceptions or not) in FPDS-NG; therefore, the Offeror is eligible to compete for NAICS Code Pools 4, 5, and 6 only.
  - Three (3) relevant experience projects have reported a NAICS Code 541330 (regardless of Exceptions or not) in FPDS-NG, One (1) relevant experience project has reported a NAICS Code 541219 in FPDS-NG, and One (1) relevant experience project has reported a NAICS Code 541712 (regardless of Exceptions or not); therefore, the Offeror is eligible to compete for NAICS Code Pools 1 through 6.
  - Four (4) out of Five (5) relevant experience projects are Non-Federal and Non-State Government, however, One (1) relevant experience project is a Federal Government project and has reported a NAICS Code 541219 in FPDS NG; therefore, the Offeror is eligible to compete for NAICS Code Pool 2 only.

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

## L.5.3.2. Exceeding the Minimum Requirements for the Five (5) Projects Submitted

Of the Five (5) projects submitted for relevant experience in accordance with Section L.5.3.1., the Offeror will be rated more favorably for the following. See Section M.5., Scoring System for Relevant Experience.

## L.5.3.2.1. Individual Project Value

For <u>each</u> relevant experience project submitted, the Offeror will receive additional points if the annual value meets or exceeds the following:

- Project averages greater than or equal to \$2 Million on an annual basis but, less than \$4 Million on an annual basis, including options.
- Project averages greater than or equal to \$4 Million on an annual basis but, less than \$6 Million on an annual basis, including options.
- Project averages greater than or equal to \$6 Million on an annual basis.

#### L.5.3.2.2. Relevant Experience under an OASIS SB NAICS Code

For <u>each</u> relevant experience project submitted, the Offeror will receive additional points if the project has a reported NAICS Code associated to the project in the Federal Procurement Data System – Next Generation (FPDS-NG) that correlates directly to One (1) of the Twenty Eight (28) NAICS Codes identified in Section H.4.2.1., regardless if the same NAICS Code is duplicated across different projects.

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

#### L.5.3.2.3. Performance/Integration of Additional Core Disciplines

For <u>each</u> relevant experience project submitted, the Offeror will receive additional points if the project involves the performance and/or integration of Four (4) out of the Six (6) OASIS SB Core Disciplines; Five (5) out of the Six (6) OASIS SB Core Disciplines; or, if the project involve the performance and/or integration of all Six (6) OASIS SB Core Disciplines.

## L.5.3.2.4. Multiple Locations

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

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

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

Within CONUS, the May 2012 Metropolitan and Nonmetropolitan Area Definitions spreadsheet located at (http://www.bls.gov/oes/current/msa\_def.htm) will determine the number of locations a project covers, specifically the MSA Code under Column C only. For example, Column C indicates Birmingham-Hoover Alabama area with an MSA Code of 13820. The project involves work in two counties (Bibb and Blount). Since Bibb and Blount counties are within the same MSA code of 13820, this project is considered One (1) location. Another example, the project involves work in Birmingham-Hoover Alabama and Decatur Alabama. Since Birmingham-Hoover and Decatur are not within the same MSA code (13820 and 19460), this project is considered Two (2) locations. Anything OCONUS will be considered a single location at the Metropolitan city level. TDY assignments for contract employees does not count towards multiple locations.

#### L.5.3.2.5. Subcontracting

For <u>each</u> relevant experience project submitted, the Offeror will receive additional points if the project involves Subcontracting for services with at least 3 separate entities.

## L.5.3.2.6. Cost-Reimbursement Projects

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

## L.5.3.2.7. Ancillary Support Products

For <u>each</u> relevant experience project submitted, the Offeror will receive additional points if the project involves Ancillary Support "Products".

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

## L.5.3.2.8. OCONUS Projects

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

## L.5.3.3. Relevant Experience (General)

Relevant Experience (General) are <u>not</u> minimum or mandatory requirements; however, Offeror's who have certain Relevant Experience (General) are considered more favorably. See Section M.5., Scoring System.

Relevant Experience (General) demonstrates an Offeror's experience in managing multiple customers in a multiple award contracting environment similar to the OASIS SB Program.

Mission Spaces and Multiple Award Contracts/Task Orders, as defined below, are not minimum or mandatory requirements. However, Offeror's who have performed in multiple Mission Spaces and have executed Multiple Award Contracts/Task Orders are considered more favorably. See Section M.5., Scoring System.

The Offeror may choose <u>any</u> projects for Relevant Experience (General); however, if an Offeror chooses any of the same projects submitted in Section L.5.3.1., the Offeror shall re-submit the project again under this Section in order for the project(s) to be considered for Relevant Experience (General)

## L.5.3.3.1. Mission Spaces

A General Experience "project" for Mission Spaces is defined as a single project awarded as a stand-alone Contract or a Task Order placed under a "Task-Order" contract (FAR 16.501-1) or Blanket Purchase Agreement (BPA)(FAR 8.405-3). Offerors may submit a maximum of four (4) projects.

Each project must have been awarded/signed by a Contracting Officer within Five (5) years prior to the solicitation closing date.

The Offeror will receive additional points for:

- The support of Two (2) different mission spaces;
- The support of Three (3) different mission spaces;
- The support of Four (4) different mission spaces;
- The support of all Five (5) different mission spaces.

To receive credit for Mission Spaces, the project must have exceeded the Simplified Acquisition Threshold in total award value and the Offeror must submit a copy of the Official Government Award Form in the format of any of the following forms:

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 17a identifies the Contractor, Block 9 identifies the U.S. Federal Government Agency, and Block 31c. identifies the date the Contracting Officer awarded/signed)
- SF 26 Award/Contract (Block 7 identifies the Contractor, Block 5 identifies the U.S. Federal Government Agency, and Block 20C identifies the date the Contracting Officer awarded/signed)

- SF 33 Solicitation, Offer, and Award (Block 15A identifies the Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed)
- Department of Defense (DD) 1155 Order for Supplies or Services (Block 9 identifies the Contractor, Block 6 identifies the U.S. Federal Government Agency, and Block 16 identifies the date the Contracting Officer awarded/signed)
- Optional Form 307 Contract Award (Block 7 identifies the Contractor, Block 5 identifies the U.S. Federal Government Agency, and Block 15C identifies the date the Contracting Officer awarded/signed)
- GSA Form 300 Order for Supplies and Services (Block 6 identifies the Contractor, Block 10 identifies the U.S. Federal Government Agency and Block 26C identifies the date the Contracting Officer awarded/signed)
- Other Official Government Award Form from a Cognizant Federal Office not identified above (Must explicitly identify the Contractor, U.S. Federal Government Agency, and the date the Contracting Officer awarded/signed)

"Mission Spaces" include any <u>U.S. Federal Government Agency</u> that awarded the contract/task order/single award IDIQ or BPA for any U.S. Federal Government project submitted as a relevant experience project under Section L.5.3.1. There are Five (5) distinct Mission Spaces defined below. If a particular agency is <u>not</u> listed within a particular Mission Space, the umbrella agency takes precedence (e.g., Department of Air Force and all its Commands would fall under Department of Defense or Mission Space #1). If a particular agency is <u>not</u> listed and does <u>not</u> fall under an umbrella agency, then the project would be given credit under Mission Space #5 only (e.g., Federal Deposit Insurance Corporation would fall under Mission Space #5).

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

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

- Department of Defense
- Department of Homeland Security
- Department of Justice
- Department of State
- Central Intelligence Agency

Mission Space #2 (Quality of Life): Improving the quality of life for Americans and others throughout the world.

- Department of Education
- Department of Health and Human Services
- Department of Veterans Affairs
- US Agency for International Development
- Department of Housing and Urban Development

National Aeronautics and Space Administration

**Mission Space #3 (Commerce)**: Maintaining and improving commerce and economic growth, stability and prosperity in America.

- Department of Commerce
- Department of Treasury
- Small Business Administration
- Department of Labor
- Department of Transportation
- Social Security Administration
- General Services Administration

**Mission Space #4 (Natural Resources)**: Protecting America's great outdoors and natural resources.

- Department of Agriculture
- Department of Interior
- Department of Energy
- Environmental Protection Agency

## Mission Space #5 (Other):

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

#### L.5.3.3.2. Multiple Award Contracts/Task Orders

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

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

Each Task Order must have been awarded/signed by a Contracting Officer within Five (5) years prior to the solicitation closing date.

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

- Two (2) Multiple Award Contracts with at least Five (5) total task order awards. Additionally, at least One (1) Task Order must have been awarded under each of the Multiple Award Contracts;
- Five (5) Multiple Award Contracts with at least Ten (10) total task order awards. Additionally, at least One (1) Task Order must have been awarded under each of the Multiple Award Contracts;
- Ten (10) Multiple Award Contracts with at least Twenty (20) total task order awards. Additionally, at least One (1) Task Order must have been awarded under each of the Multiple Award Contracts;

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

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

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 2 identifies the Multiple Award Contract No., Block 17a identifies the Contractor, Block 9 identifies the U.S. Federal Government Agency, and Block 31c. identifies the date the Contracting Officer awarded/signed)
- SF 26 Award/Contract (Block 2 identifies the Multiple Award Contract No., Block 7 identifies the Contractor, Block 5 identifies the U.S. Federal Government Agency, and Block 20C identifies the date the Contracting Officer awarded/signed)
- SF 33 Solicitation, Offer, and Award (Block 2 identifies the Multiple Award Contract No., Block 15A identifies the Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed)
- Optional Form 307 Contract Award (Block 1 identifies the Multiple Award Contract No., Block 7 identifies the Contractor, Block 5 identifies the U.S. Federal Government Agency, and Block 15C identifies the date the Contracting Officer awarded/signed)
- Other Official Government Award Form from a Cognizant Federal Office not identified above (Must explicitly identify
  the Multiple Award Contract No., Contractor, U.S. Federal Government Agency, and the date the Contracting Officer
  awarded/signed)

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

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 2 identifies the Multiple Award Contract No., Block 4 identifies the Task Order No., Block 17a identifies the Contractor, Block 9 identifies the U.S. Federal Government Agency, and Block 31c. identifies the date the Contracting Officer awarded/signed)
- Department of Defense (DD) 1155 Order for Supplies or Services (Block 1 identifies the Multiple Award Contract
  No., Block 2 identifies the Task Order No., Block 9 identifies the Contractor, Block 6 identifies the U.S. Federal
  Government Agency, and Block 16 identifies the date the Contracting Officer awarded/signed)
- GSA Form 300 Order for Supplies and Services (Block 3 identifies the Multiple Award Contract No., Block 2 identifies the Task Order No., Block 6 identifies the Contractor, Block 10 identifies the U.S. Federal Government Agency and Block 26C identifies the date the Contracting Officer awarded/signed)
- Other Official Government Award Form from a Cognizant Federal Office not identified above (Must explicitly identify the Multiple Award Contract No., Task Order No., Contractor, U.S. Federal Government Agency, and the date the Contracting Officer awarded/signed)

## L.5.3.4. Relevant Experience Template

The Offeror <u>shall</u> document and attach verification documents in accordance with Section J.5., Attachment (5), "RELEVANT EXPERIENCE TEMPLATE". The complete Instructions for filling out the Relevant Experience Template is found in Section J.5., Attachment (5). No other format or additional proposal documentation will be considered.

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

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

Offerors will be rated more favorably with a combined past performance rating of 3.50 or above. See Section M.5. Scoring System for Past Performance

## L.5.4.1. Past Performance (Past Performance Information Retrieval System (PPIRS) information exists)

For each of the five (5) Relevant Experience projects submitted under Section L.5.3.1., the Government will retrieve past performance information from the PPIRS database that links to the Contractor Performance Assessment Reporting System (CPARS), therefore, no proposal submission is necessary if PPIRS information exists. Contractors are responsible for verifying PPIRS information exists if not providing a proposal submission for Past Performance on a project.

Only in the event PPIRS information is not available, will an Offeror be allowed to substitute a Past Performance Survey in accordance with Section L.5.4.2. If PPIRS information is available for a given project, it must be used for Past Performance evaluation.

## L.5.4.2. Past Performance (PPIRS information does not exist)

For any of the Five (5) Relevant Experience projects submitted under Section L.5.3.1., **IF** the Government has not finalized past performance ratings in the Past Performance Information Retrieval System (PPIRS) database that links to the Contractor Performance Assessment Reporting System (CPARS); or, **IF** the project(s) are considered Non-U.S. Federal projects, the Offeror shall submit a Past Performance Rating Form as set forth in Section J.6., Attachment (6), "PAST PERFORMANCE RATING FORM". No other format or additional proposal documentation will be considered.

- Using the past performance rating form in Attachment (6), the Offeror shall provide the form directly to each of the references, as applicable, and instruct each rater to send a completed form directly back to the Offeror;
- The Offeror must follow up with each rater to ensure the Past Performance Rating Forms were received and completed prior to the proposal closing date;
- The Offeror must submit all Past Performance Rating Forms, as applicable, with their proposal submission

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

#### L.5.4.3. Reserved

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

Systems, Certifications, and Clearances are <u>not</u> minimum requirements; however, Offeror's who have Systems, Certifications, and Clearances in place are considered more favorably. See Section M.5., Scoring System.

## L.5.5.1. Approved Purchasing System

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

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

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

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

## L.5.5.2. Approved Accounting System

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

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

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

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

## L.5.5.3. Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and/or Approved Billing Rates

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

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

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

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

## L.5.5.4. Earned Value Management Systems (EVMS)

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

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

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

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

## L.5.5.5. Acceptable Estimating System

If claiming credit for this scoring element, the Offeror must provide verification from the Defense Contract Audit Agency (DCAA), or Defense Contract Management Agency (DCMA), or Cognizant Federal Agency (CFA) of an estimating system that has been audited and determined acceptable for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

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

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

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

## L.5.5.6. CMMI Maturity Level 2 Certification (or higher)

If claiming credit for this scoring element, the Offeror must provide verification of a CMMI Maturity Level 2 or higher. The certification can be for any model (Development, Acquisition, or Services). If an Offeror has multiple CMMI certifications, the Offeror shall only receive additional points for One (1) certification at Level 2 or higher, however, the Offeror must provide all their certifications at Level 2 or higher.

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

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

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

#### L.5.5.7. ISO 9001:2008 Certification

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

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

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

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

#### L.5.5.8. ISO 17025 Certification

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

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

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

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

#### L.5.5.9. AS9100 Certification

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

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

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

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

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

If claiming credit for this scoring element, the Offeror must provide verification of their Facility Clearance Level.

Verification requirements include a copy of the Offeror's official FCL on official letterhead by a Facility Security Officer from the Defense Security Service (DSS) and screen prints from the Industrial Security Facilities Database verifying the approval of the FCL.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the Facility Security Officer that determined the FCL.

The offer shall make reference to the page number and paragraph of the audit report or letter that determined the approval of the FCL.

#### L.6. VOLUME 6 – COST/PRICE

For Cost/Price proposals, Offerors shall use the Microsoft Excel Spreadsheet in Section J.8., Attachment (8), entitled, "COST/PRICE TEMPLATE", which consists of 15 years of Government-Site (Tab 1) and 15 years of Contractor-Site pricing (Tab 2).

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

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

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

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

In accordance with Section J.1., Attachment (1), "LABOR CATEGORIES AND DEFINITIONS", OASIS SB labor categories have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data. Labor categories are further defined as Junior, Journeyman, Senior, and Subject Matter Expert (SME) based on years of experience, education, and duties/responsibilities as follows:

- JUNIOR: A Junior labor category has up to 3 years experience and a BA/BS degree. A Junior labor category is
  responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior
  positions.
- JOURNEYMAN: A Journeyman labor category has 3 to 10 years of experience and a BA/BS or MA/MS degree. A
  Journeyman labor category typically performs all functional duties independently.

- SENIOR: A Senior labor category has over 10 years of experience and a MA/MS degree. A Senior labor category
  typically works on high-visibility or mission critical aspects of a given program and performs all functional duties
  independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for the
  efforts of all staff assigned to a specific job.
- SUBJECT MATTER EXPERT (SME): A Subject Matter Expert is an individual whose qualifications and/or particular expertise are exceptional and/or unique. Subject Matter Experts are typically identified as recognized Industry leaders for a given area of expertise.

#### L.6.1. Direct Labor Rates

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

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

Although the BLS caps direct labor rates at \$90/hour, this only impacts a small number OASIS SB labor category groups. To account for this, the mean and standard deviation of the group was established. Where the \$90/hour cap was found, the direct labor rate was determined to be \$90/hour or the mean of the group plus two standard deviations. For the Subject Matter Expert labor category, the "low" end of the range begins at one penny above the highest paid Senior labor category and the "high" end of the range was determined by the average difference between the low and high direct labor rate ranges for all OASIS SB labor categories, which was 24.82%.

For most of the OASIS SB labor categories in Section J.2., the "low" end of the <u>direct</u> labor rate range is the National estimate and the "high" end of the <u>direct</u> labor rate range is the estimate data for the State identified as the highest paid.

Offerors are encouraged to propose a <u>direct</u> labor rate for each OASIS SB labor category within the ranges provided in Section J.2. If the Offeror's proposed <u>direct</u> labor rate is either lower or higher than the provided range, **Caution** Offerors are strongly advised to provide clear and convincing rationale to support the lower or higher <u>direct</u> labor rate, otherwise the <u>proposed direct</u> labor rate will <u>not</u> be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

### L.6.2. Indirect Rates/Profit

For each <u>Indirect</u> rate, Offeror's shall propose <u>indirect</u> rates according to their most current DCAA/DCMA approved billing rates and/or forward pricing rate agreements, if available, in accordance with the Offeror's approved accounting system. If an Offeror does not have DCAA/DCMA approved billing rates and/or forward pricing rate agreements, Offerors should provide indirect rates generated from their acceptable accounting system. For any other indirect rates, Offerors are strongly advised to provide clear and convincing rationale to support each proposed <u>indirect</u> rate, otherwise the <u>proposed indirect</u> rate will <u>not</u> be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

For <u>Profit</u>, Offeror's shall consider the risk under a T&M/L-H type task order. Offerors are strongly advised to provide clear and convincing rationale to support a profit rate that exceeds [TBD], otherwise the <u>proposed profit</u> rate will <u>not</u> be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

## L.6.3. Cost/Price Template Instructions

The Cost/Price Template has restricted areas where Offerors cannot enter information. If entry is attempted in such an area, a message will appear indicating the area is locked. Offerors shall <u>not</u> change any information or formulas on the spreadsheets, including the cell protection. However, Offeror's with a different indirect rate structure than that identified in Columns D through F may adjust their columns accordingly.

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

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

(END OF SECTION L)

## SECTION M - EVALUATION FACTORS FOR AWARD

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: https://www.acquisition.gov/far.

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

#### M.2. BASIS FOR AWARDS

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

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

OASIS SB will consist of 6 Pools based upon size standards as identified in Section H.4.2.1. Multiple awards in each Pool will be made from the selection of the highest technically rated Offerors that have a price that has been determined fair and reasonable to the Government.

The Government intends to make 40 awards in each OASIS SB Pool resulting from this solicitation and may include additional awards for special socio-economic considerations as explained in Section M.3. In the event of a tie at the position of number 40, all Offerors tied for this position shall receive a contract award. A Contractor may be eligible for award in multiple Pools under a single Contract Number.

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

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

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

The OASIS SB evaluation team will perform a two-step screening process for all offers received. First, the team will verify that a support document exists for all the evaluation elements in accordance with the Offeror's proposal checklist submitted in

accordance with Section J.4., Attachment (4). Next, the team shall verify that the Offeror's proposal checklist indicates submission for all support documents provided. Any discrepancies will be treated as clarifications.

Once the screening process is complete, the OASIS SB evaluation team will assign preliminary score (in accordance with the Scoring System in Section M.5. of the OASIS SB solicitation) for all offers based upon the Offeror's proposal checklist.

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

The OASIS SB evaluation team will then <u>verify</u> that the Top 40 Offerors (based upon score) in each OASIS SB Pool has successfully passed all of the Acceptability Review requirements in Section M.4. of the solicitation. Any Offeror(s) in the Top 40 based upon score, who fails any of the criteria listed in the Acceptability Review in Section M.4., will be removed from consideration for award and notified, in writing, as soon as practicable. The next highest rated Offeror(s) (based upon score) who passes the Acceptability Review, shall be added in the eliminated Offeror(s) place.

Following the Acceptability Review screening, the evaluation team will then <u>evaluate and verify</u> the support documentation for each and every evaluation element that the Top 40 Offerors in each OASIS SB Pool have as stated in the Offeror's proposal checklist submitted in accordance with Section J.4., Attachment (4).

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

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

The evaluation process shall continue this cycle until 40 apparent successful Offerors are identified in each OASIS SB Pool that represent the highest technically rated offers (based on scores) with a fair and reasonable price. In the event of a tie at the position of number 40, all Offerors tied for this position shall receive a contract award. Once this has been accomplished, socio-economic examination of the Top 40 Offerors in each Pool shall be made. The Government also intends to award at least three HUBZone Small Businesses, three Small Disadvantaged Veteran-Owned Small Businesses (SDVOSB), three Women-Owned Small Businesses (WOSB), three Economically Disadvantaged Women-Owned Small Businesses (EDWOSB), and three 8(a) Small Businesses in each Pool.

The Government will examine the 40 highest technically rated Offerors within each Pool to determine how many of those Offerors certify as being HUBZone, SDVOSB, WOSB, EDWOSB, and/or 8(a). If at least three representatives are present for each socio-economic sub-group, no additional awards shall be made. In the event that any particular socio-economic sub-group does not have at least three representatives in a given Pool, the Government will award to the next highest rated Offeror eligible for award (in addition to the 40 highest technically rated Offerors) within a given socio-economic sub-group until each socio-economic sub-group has three representatives.

Only Offerors who initially pass all the criteria in the Acceptability Review in a given Pool in accordance with Section M.4. shall be considered eligible for award. In the event that a given socio-economic group does not have three Offerors who are eligible for award, no additional awards shall be made for this socio-economic sub-group and set-asides to this socio-economic sub-group would be prohibited in accordance with Section H.3.1. This prohibition may be lifted in the future,

however, if at least three representatives of a socioeconomic sub-group become present through the use of On-Ramping (See Section H.11).

For example, offers are received for OASIS SB Pool 1. The 40 highest technically rated Offerors (with a fair and reasonable price) and socio-economic sub-groups eligible for award consists of the following:

HUBZone: 2 representatives in the 40 highest technically rated offers; 6 total representatives eligible for award SDVOSB: 6 representatives in the 40 highest technically rated offers; 12 total representatives eligible for award WOSB: 8 representatives in the 40 highest technically rated offers; 14 total representatives eligible for award EDWOSB: 1 representatives in the 40 highest technically rated offers; 2 total representatives eligible for award 8(a): 4 representatives in the 40 highest technically rated offers; 8 total representatives eligible for award

In this example, based upon the 40 highest technically rated Offerors, no further awards are necessary and set-asides would be allowed for SDVOSB, WOSB, and 8(a), as they all have at least three representatives. However, for HUBZone, the next highest rated HUBZone Offeror would be granted an award regardless of their overall technical ranking and set-asides could be performed for this socio-economic sub-group as a result. For EDWOSB, no additional awards would be made because there aren't at least three EDWOSB companies eligible for award and set-asides could not be performed for this socio-economic sub-group until more EDWOSB companies were added to the contract through the On-Ramp process. The net result of this would be 41 awards made in OASIS SB Pool 1.

Once the Top 40 Offerors and all socio-economic considerations have been accomplished, evaluations will cease and contract awards will be issued.

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

#### M.4. ACCEPTABILITY REVIEW PROCESS

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

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

#### M.4.1. VOLUME 1 – GENERAL

The Offeror will be evaluated on a pass/fail basis regarding whether the requested proposal submission information meets the minimum information requested in Section L and is current, accurate, and complete.

#### M.4.2. VOLUME 2 - RESPONSIBILITY

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

In making the overall determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), the Excluded Parties List System (EPLS), the certification at FAR 52.209-5 (Section K), Section K in its entirety (See Section L.5.2.2.), the Offeror's qualification and financial information, as provided on GSA Form 527 (See Section L.5.2.1), and other pertinent data will be considered.

## M.4.3. VOLUME 3 – Relevant Experience

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

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

Offerors who exceed the minimum relevant experience requirements will be scored in accordance with Section M.5., Scoring System.

#### M.4.4. VOLUME 4 – PAST PERFORMANCE

#### M.4.4.1. Past Performance

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

The Offeror's Past Performance projects will be initially evaluated on a pass/fail basis in regards to meeting the minimum requirements in Section L Offerors who exceed the minimum past performance requirements will be scored in accordance with Section M.5, Scoring System.

Each past performance reference that is finalized in PPIRS that links to CPARS will already have an Adjectival Rating, from the table below

Point Value	Adjectival Rating	Definition
5	Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective
4	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective

3	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory
1	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions.
0	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

In accordance with the table above, a point value will be assigned to each adjectival reference that was given a score. If any of the past performance criteria were not assigned an adjectival rating, that criteria will not be averaged into the final score.

The total number of points, for all CPAR references combined, will be added together and divided by the total number of criteria, and rounded to two decimal places, for all past performance references combined.

If the average is at least 3.00 – Satisfactory, the Offeror will pass Acceptability. If the combined average is 2.99 or below, the Offeror will fail Acceptability.

For each project that is Non-U.S. Federal Government work or U.S. Federal Government work that was not finalized in PPIRS, the past performance evaluation will use the same scoring methodology above. Surveys and PPIRS information will be averaged together, when applicable.

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

## M.4.4.2. Reserved

## M.4.5. VOLUME 5 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES

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

The Offeror's Systems, Certifications, and Clearances will be initially evaluated on a pass/fail basis in regards to meeting the minimum submission requirements in Section L.

Offerors who have Systems, Certifications, and Clearances will be scored in accordance with Section M.5., Scoring System.

## M.5. SCORING SYSTEM

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

Section	Element	Point Value	Number of Potential Occurrences	Total Max Points Per Element	Max Point Value
L.5.3.	VOLUME 3 – RELEVANT EXPERIENCE				
	Project NAICS Code:				
	Project reported under a NAICS Code that correlates directly to an OASIS SB NAICS Code in Section H.4.2.1.	200	5	1000	1,000
	Project Value:				
	Project averages \$2 Million or more on an annual basis but, less than \$4 Million on an annual basis, including options	50	5	250	
	Project averages \$4 Million or more on an annual basis but, less than \$6 Million on an annual basis, including options	75	5	375	
	Project averages \$6 Million or more on annual basis, including options	100	5	500	500
	OASIS SB Core Disciplines:				
	Project involves the performance and/or integration of 4 out of 6 Core Disciplines	50	5	250	
	Project involves the performance and/or integration of 5 out of 6 Core Disciplines	75	5	375	
	Project involves the performance and/or integration of all 6 Core Disciplines	100	5	500	500
	Multiple Locations:				
	Project performed in 2 to 4 different locations	50	5	250	
	Project performed in 5 or more different locations	100	5	500	500
	Subcontracting/Teaming:				
	Project involves subcontracting/teaming for services with at least 3 separate entities	100	5	500	500
	Ancillary Support Products:				
	Project includes Ancillary Support Products	50	5	250	250
	Cost Reimbursement:				
	Project Primary type is Cost-Reimbursement (includes all Cost type under FAR 16.3) (Limited to 2 out of 5 projects for scoring purposes only)	100	2	200	200
	OCONUS:				
	Project includes OCONUS work (Limited to 2 out of 5 projects for scoring purposes only)	100	2	200	200
	Mission Spaces:				
	Offeror has been awarded a Contract or Task Order in 2 different Mission Spaces	50	1	50	
	Offeror has been awarded a Contract or Task Order in 3 different Mission Spaces	100	1	100	
	Offeror has been awarded a Contract or Task Order in 4 different Mission Spaces	150	1	150	
	Offeror has been awarded a Contract or Task Order in 5 different Mission	200	1	200	200

	Spaces	ĺ			
	Multiple Award Contracts/Task Orders:				
	Offeror has been awarded at least 2 Multiple award contracts with at least 5 total Task Order awards combined (at least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts)	50	1	50	
	Offeror has been awarded at least 5 Multiple Award contracts with at least 10 total Task Order awards combined (at least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts)	100	1	100	
	Offeror has been awarded at least 10 Multiple Award contracts with at least 20 total Task Order awards combined (at least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts)	150	1	150	150
				MAX VOL. 3 Points	4,000
L.5.4.	VOLUME 4 – PAST PERFORMANCE				
	Projects:				
	Average combined scoring of 3.50 to 3.74	350	5	1750	
	Average combined scoring of 3.75 to 3.99	450	5	2250	
	Average combined scoring of 4.00 to 4.24	550	5	2750	
	Average combined scoring of 4.25 to 4.49	600	5	3000	
	Average combined scoring of 4.50 to 4.74	700	5	3500	
	Average combined scoring of 4.75 to 5.00	800	5	4000	4,000
				MAX VOL. 4 Points	4,000
L.5.5.	VOLUME 5 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES				
	Government Systems:				
	Approved Purchasing System	500	1	500	500
	Approved Accounting System	200	1	200	200
	Current FPRA, FPRR, and/or Approved Billing Rates	200	1	200	200
	EVMS ANSI/EIA Standard-748	200	1	200	200
	Acceptable Estimating System	100	1	100	100
	Industry Certifications:				
	CMMI Maturity Level 2	100	1	100	
	CMMI Maturity Level 3 or higher	200	1	200	200
	ISO 9001:2008	200	1	200	200
	ISO 17025	100	1	100	100
	AS9100	100	1	100	100
	Government Facility Clearances:				
	Secret	100	1		
	Top Secret	150	1		

Top Secret/SCI	200	1	200	200
			MAX VOL. 5 Points	2,000
			MAX TOTAL Points	10,000

#### M.6. COST/PRICE

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

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

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

For each <u>Indirect</u> rate, the basis of fair and reasonableness will be the Offeror's most current approved billing rates, forward pricing rate agreements, and/or acceptable accounting system generated rates for each OASIS SB labor category as explained in Section L.6.2.

For <u>Profit</u>, the basis of fair and reasonableness will be no more than [TBD%] for each OASIS SB labor category as explained in Section L.6.2.

If an Offeror does not meet one or more of these parameters for any labor category, the Offeror is strongly advised to provide clear and convincing rationale to support the proposed direct/indirect and/or profit rate(s). In the event the rationale is not determined reasonable, the proposal will be deemed to have a ceiling rate(s) that are <u>not</u> considered fair and reasonable and the proposal would not be eligible for award, regardless of technical score.

Cost/Price proposals may only be modified as a result of discussions and Offerors are advised that the Government intends to make award based on initial proposals without discussions.

An offer may also be rejected if any one or more required submittals is missing or incomplete on the Cost/Price Template in accordance with Section J.8., Attachment (8) or, the Government determines the lack of balanced pricing poses an unacceptable risk to the Government.

(END OF SECTION M)