

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 BACKGROUND

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

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

H.2 FEDERAL HOLIDAYS

Contractors shall observe Federal holidays as published by the Office of Personnel Management. In addition to the days designated as Federal holidays, the Government may also observe any day designated by Federal Statute, Executive Order, or President's Proclamation. Notwithstanding holidays and Government closures, the Contractor shall perform in accordance with the terms established in the Master Contract and associated task orders.

H.3 DOMAIN SELECTION

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

H.4 ORDERING PROCEDURES

All task orders under OASIS SB must be:

1. Solicited and awarded by an OCO with a Delegation of Procurement Authority (See Section G.2.2.1.).
2. Be within the scope of Section C and all other terms and conditions of the OASIS+ SB contract.
3. Identify the applicable labor categories in accordance with OASIS+ SB Section B.8.
4. Comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.

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The OCO must tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award (See Section I). Note: Master Contract terms and conditions take precedence over any conflicting task order terms and conditions.

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

H.4.1 Set-Asides Based on Socio-Economic Group

OASIS+ SB is a total small business set-aside contract. In accordance with 13 CFR 125.2(e), socio-economic set-asides for the concerns identified in FAR 19.000(a)(3) (e.g. HUBZone, WOSB, 8(a), etc.) are prohibited under the OASIS+ total small business set-aside IDIQ. Task order opportunities targeting specific socio-economic groups shall be solicited under the respective OASIS+ MA-IDIQ (i.e. OASIS+ HUBZone IDIQ, OASIS+ WOSB IDIQ, etc.)

Direct awards shall not be made to the following socio-economic groups identified in FAR 19.000(a)(9) under the OASIS+ SB IDIQ:

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

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

H.5 HSPD-12

When a Contractor or its subcontractors (for clarity, see FAR Part 42 - *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.) are required to physically access a Federally-controlled facility or access a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12). Task orders issued under the contract will contain specific screening and credentialing information.

H.6 SUSTAINABILITY

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

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

GSA encourages contractors to provide the location(s) (Internet URL(s)) 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 webpage. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized, third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of Corporate Social Responsibility (CSR) reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires. Additionally, it is strongly encouraged that all sustainability disclosures be kept up-to-date and accurate.

H.7 PROPRIETARY SOLUTIONS

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

If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark its proposal accordingly and clearly notify the OCO of all limitations and costs associated with the proprietary solution.

H.8 TASK ORDER PERSONNEL

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under the Master Contract. The Contractor shall train contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order. Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits and for complying with any applicable Federal, national, state, and municipal laws, codes, regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under the Master Contract.

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H.8.1 Security Clearances

Security clearances for contractor employees, including subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations as specified in the individual task order. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent). The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position.

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government. All necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from contractors and instead charge customer agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order should specify the terms and conditions for reimbursement, if any, for obtaining security clearances.

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

H.8.2 Ethics and Conduct

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

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor. The Government will not exercise any supervision or control over the Contractor in the performance of contractual services. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government. In all communications with third parties, the Contractor shall ensure that all contractor employees identify themselves as contractor employees and identify the name of the

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company for which they work and shall not carry out any direction that violates the terms and conditions of the Master Contract and task order.

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under a task order, conduct business other than that which is covered by the task order, conduct business not directly related to the task order on Government premises, use Government computer systems and/or other Government facilities for company or personal business, recruit on Government premises, or otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including subcontractor employees, are informed of the substance of this contractual requirement. If a Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor shall notify the OCO and OASIS+ CO immediately of this communication or action.

H.8.3 Conflicts of Interest

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

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

The Contractor shall adhere to the guidelines and procedures of FAR Subpart 9.5 regarding organizational conflict of interest at the order level. In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict. The OCO will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.8.4 Cooperation with Contractors on Government Sites

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

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H.9 GOVERNMENT PROPERTY

There is no government furnished property associated with the OASIS+ Master Contract. Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual task orders and follow the policies and procedures of FAR Part 45.

H.10 GOVERNMENT FACILITIES

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

A Contractor working in a Government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and taking disciplinary action with respect to its employees as necessary. The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on its employer and the Federal Government.

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

H.10.1 Rights of Ingress and Egress

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel shall be specified in the task order. Specific Federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements that shall be specified in the task order. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of personnel.

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

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H.10.2 Leasing and Real and Personal Property

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

H.11 ON-RAMPING

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

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

H.11.1 Frequent On-Ramps

The OASIS+ Program anticipates conducting frequent on-ramps. During these on-ramps, prospective offerors and existing OASIS+ contractors may submit proposal(s) for any of the OASIS+ IDIQs for which they are eligible. The Government reserves the right to determine whether it would be appropriate to announce a new competition for the purpose of adding additional contractors to the Master Contracts. Consistent with FAR 16.504(c)(1)(ii)(A), the GSA OASIS+ CO has determined that it is in the Government's best interest that at all times during the term of the Master Contract there is an adequate number of OASIS+ contractors eligible to compete for task orders.

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

1. An on-ramp notice is published to the governmentwide point of entry (GPE) in accordance with FAR Part 5, Publicizing Contract Action.
2. An on-ramp is issued under current Federal procurement law, e.g. updating the provisions in Sections L&M.

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3. The number of new contracts awarded through an on-ramp is not limited by the number of awards made through the original competition or any other on-ramp conducted through the contract.
4. The basis of the competition under the on-ramp relies upon substantially the same methodology as in the original solicitation. GSA reserves the right to update the evaluation scoring model with consideration to market conditions.
5. The terms and conditions of any resulting awards are materially identical to the existing version of the OASIS+ Master Contract.
6. The period of performance term for any new awards is coterminous with the existing term for all other Contractors.
7. Immediately upon notice to proceed, the new contractors are eligible to respond to task order requests and receive task order awards with the same rights and obligations as any other Contractor.

H.11.2 Lateral Spring-Boarding

OASIS+ contractors holding one or more of the five small business (SB) IDIQs may, at any time, submit a proposal to hold an additional contract in one of the socio-economic SB set-asides through lateral spring-boarding. However, a Contractor may not hold duplicate IDIQs (e.g., two SB IDIQs or two SDVOSB IDIQs). The Contractor requesting to hold another one of the five SB set-aside IDIQs must represent as the required socio-economic business type for at least one of the applicable NAICS codes assigned to the Domain(s) proposed. The process for the lateral spring-boarding will require the submission of the following documents to the OASIS+ CO:

1. A cover letter on company letterhead, signed and dated by an authorized negotiator or officer of the company summarizing the request to hold another IDIQ contract.
2. Current Attachment J.P-1 Representations and Certifications from Section K indicating the relevant socio-economic categories to which the proposal applies.
3. A lateral spring-boarding summary sheet that indicates the currently awarded Domains on the currently held IDIQ(s) with cross mapping to the eligible Domains of the requested IDIQ(s).

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

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

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H.11.3 Domain Enhancement

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

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

Note: Contractors are not required to submit responsibility information with the Domain Enhancement request, unless requested by the OASIS+ CO.

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

H.12 DORMANT STATUS

GSA is responsible for ensuring performance and compliance with the terms and conditions of the Master Contract and safeguarding the interests of the customer and the American taxpayer. If the OASIS+ CO determines that any requirement of OASIS+ is not being met, then the Contractor may be placed into Dormant (inactive) Status.

Dormant status may be activated at any time by GSA; however, the Contractor shall continue performance on previously awarded and active task orders, including the exercise of options and modifications of those active task orders. The Contractor must comply with the terms and conditions of the Master Contract and ensure Sections F and G deliverables are received/completed timely.

Dormant Status is not a Debarment, Suspension, 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 Master Contract only. A Contractor may be placed in Dormant Status for any reason to ensure the Government's best interests are protected.

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OASIS+ SB contractors who rerepresent as Other Than Small Business in accordance with Section G.3.1.7 for all NAICS codes (contract line items) within their awarded Domain(s) will have their contracts placed into dormant status upon notification of rerepresentation.

Contractors placed into dormant status under their small business contract(s) may still submit a proposal to be considered for the unrestricted vehicle in accordance with Section H.11.1.

OASIS+ SB contractors are only authorized to compete for orders within the fair opportunity groups (CLINs) as long as they have represented as a small business (SB) concern for that particular NAICS code. For example, a Contractor that has represented as a SB concern under NAICS 541611, may compete under their awarded SB IDIQ Contract within those awarded CLINs/Domains that have been assigned NAICS 541611 (e.g. CLIN TE-541611). OASIS+ contractors that have been placed into dormant status due to representation as Other Than Small Business, shall not be eligible to return to an active status for that OASIS+ SB IDIQ due to subsequent novations or mergers or acquisitions which do not require novation.

Except for dormancy due to FAR 52.219-28 size re-representation resulting in a Contractor that previously represented as a small business representing as an other than small business for all NAICS codes (CLINS) within their awarded Domain(s), (per FAR 19.301-2(d)), Dormant Status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. GSA must ensure that contractors receive impartial, fair, and equitable treatment. To place a Contractor in Dormant Status the OASIS+ CO will first send a letter, in writing, to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the OASIS+ CO, to provide a remediation plan to correct the deficiencies or to contest the purported factual basis of the deficiencies. If the OASIS+ CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status as long as the Contractor successfully follows the remediation plan. If the OASIS+ CO is not satisfied with the response, or the remediation plan is not effective, the OASIS+ CO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The OASIS+ CO final decision may be appealed to the GSA Ombudsman under Alternative Disputes Resolution (ADR), as defined in GSAM 533.214 and FAR Subpart 33.201.

If the OASIS+ CO places a Contractor in Dormant Status, the Contractor may exit Dormant Status by proposing a remediation plan to the OASIS+ CO for any existing contracts and successfully following the plan. If the OASIS+ CO is not satisfied with the response, or the remediation plan is not effective, the OASIS+ CO, at their discretion, may refuse to remove the Contractor from Dormant Status.

H.13 OFF-RAMPING

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

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

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- a. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under the Master Contract.
- b. Contractor has not met the Minimum Sales Requirement IAW Section H.22.
- c. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- d. Termination as defined in FAR Part 49.
- e. Failure to meet the standards of performance, deliverables, or compliances.
- f. Failure to accept or conform to program-wide terms and/or conditions, including modifications, determined to be necessary to fulfill the Government's objectives and maintain an equitable fair opportunity environment.
- g. Taking any other action which may be permitted under the Master Contract's terms and conditions.

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

- Implementing a termination for convenience (if applicable and only if such action is in the GSA's interest), or
- Implementing a termination for default, if applicable, or
- Taking any other action which may be permitted under the OASIS+ Contract's terms and conditions, including implementing a no-cost cancellation (e.g. Section H.20).

Contracts in Dormant Status that have completed all previously awarded task orders under the Master Contract shall be off-ramped through closeout procedures IAW Section H.14.

H.14 CLOSEOUTS

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

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

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

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The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.

H.15 LIMITATIONS ON SUBCONTRACTING

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

In its performance of all task orders combined under each OASIS+ small business set-aside vehicle, the Contractor will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded.

The Contractor is responsible for meeting these requirements at the Master Contract level and is required to perform a meaningful amount of work on each task order to prevent pass-through situations, which are prohibited under this contract.

Limitations on Subcontracting for the Master Contract will be monitored and strictly enforced by the OASIS+ CO. OCOs may include Limitations on Subcontracting in individual task orders at their discretion.

H.16 PARTNERING

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

Failure to attend meetings, maintain a Contractor OASIS+ Vendor Profile within Symphony, or otherwise comply with this section may result in activation of Dormant Status and/or a contractor being off-ramped (See Sections H.12 and H.13).

H.16.1 Meetings

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

GSA may require up to two OASIS+ Ecosystem (OE) meetings per year. The goal of the OE meetings are to provide a platform for OASIS+ contractors, OASIS+ Program Staff, and other

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agency representatives to communicate current issues; resolve potential problems; discuss business and marketing opportunities; review future and ongoing initiatives; create networking opportunities between OASIS+ prime contractors; introduce small businesses with unique or special skill sets/products; and address OASIS+ Fundamentals. Any contractor costs associated with OE Meetings shall be at no direct cost to the Government.

H.16.2 GSA OASIS+ Webpage

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

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

- a. General overview of the attributes of OASIS+.
- b. The OASIS+ conformed contract (Sections B through J).
- c. GSA Key Personnel POC information (Names, Titles, Phone Numbers, and Email Addresses).
- d. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, and Email Addresses).
- e. List of Contractor Numbers, Company Names by Domains and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO.
- f. DPA process for the OCO.
- g. OASIS+ Training and Ordering Guides.
- h. Sample procurement templates for the OCO.
- i. Scope review process for the OCO.
- j. Links to other mandatory websites for reporting purposes or ordering procedures.
- k. List of contractors not eligible for solicitations and awards due to Dormant Status or Off-Ramping, if necessary.
- l. Frequently Asked Questions.

H.16.3 Contractor OASIS+ Webpage

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

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide in-scope services under OASIS+. At a minimum, this webpage shall include, but is not limited to, the following:

- a. Link to the GSA OASIS+ Webpage.
- b. General overview of OASIS+.
- c. OASIS+ related marketing materials and news releases.
- d. Contractor capabilities for OASIS+.

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- e. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, and Email Addresses).
- f. SAM Unique Identification Number (UEI).
- g. Sustainability disclosures, if any.
- h. Supply Chain Risk Management (SCRM) strategies, if applicable.
- i. Disclosure of participation status in the GSA SmartPay® program

H.16.4 Marketing

The Contractor shall maintain participation by actively pursuing work and competing for task order solicitations under OASIS+. The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for Federal agency customers and to aid in the marketing of OASIS+.

The Contractor may develop company specific OASIS+ brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of OASIS+. All marketing, promotional materials, and news releases in connection with OASIS+ Contractor task order awards under OASIS+, including information on the Contractor's OASIS+ webpage, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with GSAM 552.203-71, Restriction on Advertising.

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

H.17 SUPPLY CHAIN RISK MANAGEMENT (SCRM)

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

- a) All OASIS+ contractors agree to work cooperatively and bilaterally with the OASIS+ PMO in the future implementation of SCRM issues.
- b) Contractors shall submit a SCRM Mitigation Plan annually beginning one year AFTER the OASIS+ Notice to Proceed. More information regarding the details of the plan shall be provided 90 days prior to the initial submission date.

H.17.1 Management of Cyber-Supply Chain Risks

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The Government may perform a cyber-supply chain risk assessment of any contractor at any time during contract administration. The Government may review any information provided by the contractor, along with any other information available to the Government from public, unclassified, classified or any other source, to assess the cyber-supply chain risk associated with the contractor. On-site assessments may be required to fully assess these risks. The contractor agrees the Government may, at its own discretion, perform audits of cyber-supply chain risk processes or events. The Government may monitor the following cyber-supply chain risk information, including, but not limited to:

1. Functionality and features of covered articles, including access to data and information system privileges;
2. The user environment where a covered article is used or installed;
3. The ability of a source to produce and deliver covered articles as expected;
4. Foreign control of, or influence over, a source or covered article (e.g., foreign ownership, personal and professional ties between a source and any foreign entity, legal regime of any foreign country in which a source is headquartered or conducts operations);
5. Implications to Government mission(s) or assets, national security, homeland security, or critical functions associated with use of a source or covered article;
6. Vulnerability of Federal systems, programs, or facilities;
7. Market alternatives to the covered source;
8. Potential impact or harm caused by the possible loss, damage, or compromise of a product, material, or service to an organization's operations or mission;
9. Likelihood of a potential impact or harm, or the exploitability of a system;
10. Security, authenticity, and integrity of covered articles and their supply and compilation chain;
11. Capacity to mitigate risks identified;
12. Factors that may reflect upon the reliability of other supply chain risk information; and
13. Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of covered articles or sources.

In the event supply chain risks are identified during contract administration and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in Government action up to and including contract termination.

H.17.2 Additional Cybersecurity and SCRM Requirements

Cybersecurity and SCRM are dynamic areas with developing regulations and requirements as evidenced by the ongoing development of the Cybersecurity Maturity Model Certification (CMMC) 2.0 framework by the Department of Defense (DoD), as well as National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161, SP 800-171 and SP 800-172. As OASIS+ is a Best-in-Class, Multi-Agency Contract with potential customers of both

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civilian and defense organizations, it is important for the vehicle to remain relevant in light of changing requirements.

The theft of intellectual property and Controlled Unclassified Information (CUI) through malicious cyber activity threatens not only the economic security of the United States, but our national security as well. Nation states, criminal and terrorist organizations, and rogue individuals will continue to target the defense industrial base as well as Government agencies and commercial entities in order to disrupt operations and/or undercut our technological advantages.

While CMMC is currently a DoD initiative, it may also have utility as a baseline for civilian acquisitions. OASIS+ contractors are encouraged to monitor, prepare for and participate in acquiring CMMC certification once CMMC 2.0 standards are promulgated. OASIS+ contractors should be aware of developing CMMC 2.0 and SCRM requirements by implementing the appropriate NIST SP 800-series documents which are expected to be foundational to CMMC 2.0. Once CMMC requirements have been finalized, GSA reserves the right to update the Master Contract with any applicable FAR clauses and provisions.

H.18 EXPANSION OF SCOPE UNDER THE OASIS+ MASTER CONTRACT

Based on what is in the best interest of the Government and depending upon the needs of various customer agencies, GSA reserves the right to add, delete, or edit the scope of the Domain structure and functional groupings in the Master Contract. Upon thorough engagement with both customers and industry, GSA will determine the need for additional Domains required to meet customer demand and update the solicitation accordingly.

H.19 MASS MODIFICATIONS

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

H.20 CANCELLATION

Government's Unilateral Right to Cancel the Program in Portion or Entirety: If the Government determines for any reason that it is in its best interest to cancel all, or a portion of

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the OASIS+ program, all contracts awarded under the program or the impacted portion of the program, will be canceled by unilateral modification. If cancellation occurs, it will be a no-cost cancellation, with the exception of the payment of the minimum guarantee in Section B.4, due only if the Contractor has not received task order awards in excess of that amount. All active task orders may continue through the remainder of their awarded task order period of performance, including the base and all options. The cancellation of the program may happen at any time. Cancellation under this condition will not trigger reporting requirements by the Contractor or the Government in accordance with FAR Part 9 and FAR 52.209-9, *“Updates of Publicly Available Information Regarding Responsibility Matters.”*

Government’s Unilateral Right to Cancellation: The Government reserves the right to cancel individual contracts by unilateral modification. Section H.13 outlines certain conditions in which the Government may off-ramp a contractor from OASIS+. If the Government determines one of the conditions in Section H.13 exists, the Government may initiate a no-cost cancellation, with the exception of the payment of the minimum guarantee in Section B.4, due only if the Contractor has not received task order awards in excess of that amount. All active task orders may continue through the remainder of their awarded task order period of performance, including the base and all options.

Contractor’s Right to Request Cancellation: The Contractor may cancel their contract by giving the government a 30 day written notice. The Contractor shall be obligated to ensure compliance with all reporting requirements and CAF payment for their entire period of performance even if their contract is no longer active. All active task orders may continue through the remainder of their awarded task order period of performance, including the base and all options.

H.21 GSA SMARTPAY® GOVERNMENT-WIDE COMMERCIAL PURCHASE CARD

Contractors are required to accept the GSA SmartPay purchase card as a payment method for orders under this contract within the Micro-Purchase Threshold (MPT) as defined in FAR 2.101. This includes purchases with higher MPT thresholds related to agency-defined emergencies and declared contingency operations pursuant to the Robert T. Stafford Act. “Cards” also includes virtual, declining balance and other commercial payment products made available through the GSA SmartPay Program.

For order payments above the MPT, GSA seeks to provide additional value and flexibility to ordering agencies/organizations by also allowing these entities the option to pay for orders valued in excess of the MPT with a purchase card. Such payments benefit contractors from a cash flow standpoint as they typically occur within one to three days of the transaction date after Government inspection and acceptance, while ordering agencies benefit from refunds (“cash back”) they earn from card use.

GSA realizes card acquiring merchant fees can become an issue as the payment amount increases. As a result, the GSA SmartPay program incorporates both standard and lower, “large

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ticket” interchange rates for qualifying higher dollar value payments. Additional discount rates may be available to the Contractor as well.

Within 60 days of award, Contractors shall update their vendor profile within the task order management system and indicate whether they will accept the GSA SmartPay purchase card for order payments above the MPT, including a dollar range within which such payments will be accepted. Adjustments to this range may occur no more frequently than monthly.

H.22 MINIMUM CONTRACT SALES REQUIREMENTS

OASIS+ Contractors are expected to meet the minimum contract sales requirement prior to the end of the fifth year of the Master Contract period of performance. The minimum contract sales requirement is \$250,000 in awarded task order value for each contract. If the Contractor does not meet the minimum contract sales requirement by the end of the fifth year of the Master period of performance, the Government may elect to off-ramp the contractor in accordance with Section H.13.

H.23 CROSS TEAMING LIMITATIONS

To mitigate the risk of an organizational conflict of interest in accordance with FAR 42.1204(d), an OASIS+ contractor (including affiliates, divisions, subsidiaries, or joint venture participants) may only participate as a prime offeror or subcontractor in the submission of one proposal in response to a specific task order. For example, if an OASIS+ prime awardee who is a Joint Venture submits a proposal for a task order solicitation, a contractor designated in the OASIS+ IDIQ as a member of the Joint Venture may not also propose to the same task order solicitation as an order-level first tier subcontractor or separate OASIS+ prime Offeror.

Similarly, only one company within the same corporate structure (regardless of whether they are sharing resources from a parent company, affiliate, division, and/or subsidiary via MRCL), may submit a proposal in response to a specific task order.

All offers violating these prohibitions are subject to rejection by the OCO with no further evaluation.