

OASIS Small Business Contract Updates

Updated: May 13, 2019

Under Section F.3 Period of Performance, Page 20 & 21

Remove:

The period of performance of OASIS SB is from June 20, 2014 through December 19, 2019, as exercised in accordance with FAR 52.217-8, Option to Extend Services, 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 Contract, if exercised.

The period of performance for each task order awarded under OASIS SB shall be specified in the task order by the ordering agency. Task orders must be solicited and awarded prior to the OASIS SB term expiring and may extend up to 5 years after the OASIS SB term expires.

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. 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.

Accordingly, the cumulative term of OASIS SB may span up to June 19, 2024 and the cumulative term of all task orders placed under OASIS SB may span up to June 19, 2029.

Add:

The period of performance of OASIS SB is **as follows:**

a) OASIS SB Contractor whom chose to defer their re-representation in accordance with deviation CD-2019-09 to FAR 52.219-28, the period of performance is from June 20, 2014 through December 19, 2019, as exercised in accordance with FAR 52.217-8, Option to Extend Services.

NOTE: The option to extend the term of the contract in accordance with FAR 52.217-9 is still available to this subset of OASIS SB contractors in the event that in October of 2019 the contractor re-represents as small in accordance with deviation CD-2019-09 to FAR 52.219-28.

b) OASIS SB contractors whom chose to re-represent as other than small as of April 19th 2019 in accordance with FAR 52.219-28 are in dormant status as of December 19th, 2019. The period of performance for this set of contractors is from June 20, 2014 through December 19, 2019, as exercised in accordance with FAR 52.217-8, Option to Extend Services.

c) OASIS SB contractors whom chose to represent as small as of April 19th 2019 in accordance with FAR 52.219-28, the period of performance is June 20th, 2014 through June 19th, 2024 in accordance with FAR 52.217-9, Option to Extend the Term of the Contact.

The period of performance for each task order awarded under OASIS SB shall be specified in the task order by the ordering agency. Task orders must be solicited and awarded prior to the OASIS SB term expiring and may extend up to 5 years after the OASIS SB term expires.

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.

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.

Accordingly, the cumulative term of OASIS SB may span up to June 19, 2024 and the cumulative term of all task orders placed under OASIS SB may span up to June 19, 2029.

Under Section G.3.10. Post Award Small Business Program Re-Representation, Page 35 & 36

Remove:

Subject to FAR 52.219-28, Post-Award Small Business Program Re-Representation; the Contractor shall re-represent its size and socio-economic status upon the occurrence of any of the following:

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

Prior to the end of the Fifth-Year and Exercising Option I:

At the end of the fifth year of this contract and prior to exercising Option I, if the Contractor's size standard changes from a small business concern to other than a small business concern and the Contractor has active task orders, including the exercise of options and modifications at the task order level, the Contractor shall continue performance of active task orders, but not have their OASIS SB Option exercised. However, the Contractor may be eligible for Lateral Pool Ramping in accordance with Section H.15.1. or, Vertical Contact On-Ramping in accordance with Section H.15.2.

Upon re-certification at the end of the fifth year of this contract, if the Contractor's size standard remains a small business concern and the Contractor's Option Determination is determined justifiable by the OASIS SB Contracting Officer in accordance with Section G.5., the Contractor's Option I will be exercised and the Contractor will remain a small business concern under the Pool(s) that correspond to the Contractor's respective OASIS SB Multiple Award Contract Number(s) for the remaining period of performance of the contract.

Add:

Subject to Class Deviation CD-2019-09 FAR 52.219-28, Post-Award Small Business Program Re-Representation; the Contractor shall re-represent its size and socio-economic 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. (a) Within 60 to 120 days prior to the end of the fifth year of the contract[, or
(b) f 52.217-8, Option to Extend Services, is exercised by the contracting officer for an additional period not to exceed six months, then the contractor has the discretion to instead re-represent within 60 to 120 days prior to the end of that extension]; and
4. Within 60 to 120 days prior to the date specified in the contract for exercising nay option thereafter.

Prior to the end of the Fifth-Year and Exercising Option I:

At the end of the fifth year of this contract and prior to exercising Option I, if the Contractor's size standard changes from a small business concern to other than a small business concern and the Contractor has active task orders, including the exercise of options and modifications at the task order level, the Contractor shall continue performance of active task orders, but not have their OASIS SB Option exercised. However, the Contractor may be eligible for Lateral Pool Ramping in accordance with Section H.15.1. or, Vertical Contact On-Ramping in accordance with Section H.15.2.

Upon re-certification **within 60 to 120 days** of the end of the fifth year of this contract, **or within 60 to 120 days of the end of the 52.217-8 extension**, if the Contractor's size standard remains a small business concern and the Contractor's Option Determination is determined justifiable by the OASIS SB Contracting Officer in accordance with Section G.5., the Contractor's Option I will be exercised and the Contractor will remain a small business concern under the Pool(s) that correspond to the Contractor's respective OASIS SB Multiple Award Contract Number(s) for the remaining period of performance of the contract.

Under Section H.3.1. Set-Asides Based on Socio-Economic Group, Page 38**Remove:**

OASIS Small Business (SB) is a total small business set-aside contract. All orders issued under OASIS SB are automatically considered set-aside for small business as only small businesses were awarded an OASIS SB contract.

All OASIS SB Contractors' size/socioeconomic status remains unchanged in each of their OASIS SB contracts unless modified by a FAR 52.219-28 rerepresentation.

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Under Section H.11.5. Minimum Task Order Awards or Estimated Value, Page 49**Remove:**

Starting from the date of the OASIS SB Notice-to-Proceed, the Contractor shall attain a minimum of 3 task order awards or a total task order estimated value of \$20M (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under OASIS SB.

This requirement applies to the OASIS program as a whole (e.g. this requirement is cumulative across all task orders awarded under the Pool(s) the Contractor has been awarded OASIS SB contracts under).

In the event a Contractor is on-ramped to the contract after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is on-ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of 2 task order awards or total task order estimated value of \$13.3M prior to the exercise of Option I. **Failure to attain the expected number of task order awards or estimated value prior to the exercise of Option I may result in a Contractor being Off-Ramped (See Section H.16.); the minimum requirements of this section may be waived at the sole discretion of the OASIS SB Contracting Officer.**

Add:

Reserved

Under Section H.16. DORMANT STATUS, Page 56

Remove:

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. Dormant status may be activated for a given OASIS SB Pool that a Contractor has been awarded or Dormant Status may be activated for all OASIS SB Pools. If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant Status is 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 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.

Except for automatic Dormancy due to FAR 52.219-28 size re-representation resulting in a change to the Contractor's size status from Small to Other Than Small (Per FAR 19.301-2(d)), dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the OASIS SB CO must first send a letter 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.

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Under Section I.2. Oasis SB Clauses, Page 59

Remove:

52.219-6	Notice of Total Small Business Set Aside	NOV 2011
52.219.14	Limitations on Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Re-representation	APR 2019

Add:

52.219-6	Notice of Total Small Business Set Aside (Deviation 2019-O0003)	DEC 2018
52.219.14	Limitations on Subcontracting (Deviation 2019-O0003)	DEC 2018
52.219-27	Notice of Service-Disabled Veterna-Owned Small Business Set-Aside (Deviation 2019-O0003)	DEC 2018
52.219-28	Post-Award Small Business Program Re-representation (Deviation CD-2019-09)	APR 2019
52.230-2	Cost Accounting Standards (Deviation 2018-O0015)	May 2018