

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1   18
---	---------------------	-------------------------

2. AMENDMENT/MODIFICATION NO. MODIFICATION PS-A829	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)
---	-------------------------------------	----------------------------------	--------------------------------

6. Issued By Code 47QRAD Office of Professional Service and Human Capital Categories OASIS Contract Operations 819 Taylor Street Fort Worth, Texas 76102	7. ADMINISTERED BY (If other than Item 6) Code Contracting Officer
---	--

8. Name and Address of Contractor (No., street, county, State and ZIP Code) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA RD  SAN ANTONIO, TX 782385166	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q14OADU619
		10B. DATED (SEE ITEM 13) Sep 03, 2014

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended	<input checked="" type="checkbox"/>	is not extended.
--	--------------------------	-------------	-------------------------------------	------------------

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : FAR 43.103 (a) Bilateral Modifications
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
Update Term and Conditions on OASIS Contracts  
See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Cory Miller Senior Manager, Contracts Dept. SOUTHWEST RESEARCH INSTITUTE	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria Candelaria Contracting Officer
15B. CONTRACTOR/OFFEROR  <b>Signed Electronically</b>  (Signature of person authorized to sign)	15C. DATE SIGNED Oct 20, 2021
	16B. UNITED STATES OF AMERICA  <b>Signed Electronically</b>  By (Signature of Contracting Officer)
	16C. DATE SIGNED Oct 20, 2021

**Block 13 C**

Bilateral Agreement by the parties of the Term and Conditions  
(See FAR 43.103(a) Bilateral Modifications)

**Block 14 -**

The purpose of the modification is to correct and update terms and conditions identified on the continuation page that follows this document.

This modification is required to be signed by all OASIS contractors (including active contracts and those in dormant status.)

The points of contact for this modification are:

- All questions that do not pertain for this particular modification are to be directed to [oasis@gsa.gov](mailto:oasis@gsa.gov).
- For changes to the COCM, COPM or email address in eLibrary, email [oasismods@gsa.gov](mailto:oasismods@gsa.gov).

## **Mass Modification OASIS**

### **Name: Update to OASIS Contract Terms and Conditions on the UR, SB and 8(a) Contracts**

**Mod Number: A829**

1. The purpose of this mass modification is to update terms and conditions in the OASIS contracts. Some updates do not pertain to all OASIS contracts, as stated in each individual numbered bullet below. The mass mod is being issued to all OASIS contractors, and all are required to sign the modification.
2. The language in OASIS Small Business (SB), 8(a) and Unrestricted Section G.2.3 Ombudsman is hereby changed **from:**

#### **G.2.3 Ombudsman**

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

**To revised Section G.2.3 language below:**

#### **G.2.3 Ombudsman**

In accordance with [GSAM 516.505](#) and FAR Clause 52.216-36: *The GSA Task-Order and Delivery Order Ombudsman shall review and resolve complaints from contractors concerning all task and delivery order actions made by GSA. Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman.* For orders issued by GSA, see <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/gsa-ombudsman>. For orders issued by another ordering activity (outside of GSA), refer to their Ombudsman.

3. The clause at GSAM 552.216-74, titled "Task-Order and Delivery-Order Ombudsman," is hereby removed from all OASIS contracts, Section I.3. titled "GSAR CLAUSES INCORPORATED BY REFERENCE," and replaced with the following FAR clause:

**52.216-32 Task-Order and Delivery-Order Ombudsman. (Sept 2019)**

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

GSA Ombudsman (only for GSA issued Task Orders)

1800 F St NW, 2nd Floor

Washington, D.C. 20405

Email: [GSAOmbudsman@gsa.gov](mailto:GSAOmbudsman@gsa.gov)

URL to OMBUDSMAN PAGE: [www.gsa.gov/ombudsman](http://www.gsa.gov/ombudsman).

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure. (End of clause)

**Alternate I (Sept 2019).** As prescribed in [16.506\(j\)](#), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

**[TO BE COMPLETED AT THE TASK ORDER LEVEL FOR NON-GSA INITIATED/PLACED ORDERS:** *The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.*]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

4. The language in OASIS Small Business (SB), 8(a) and Unrestricted Section G.2.5. Ordering Contracting Officer (OCO) is hereby changed **from:**

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

For purposes of OASIS SB, authorized users are identified as OCOs. Only an authorized user, who is a delegated OCO, may solicit, award, and administer a task order under OASIS 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 received a Delegation of Procurement Authority (DPA) from the OASIS SB CO or OASIS SB representative that is delegated by the OASIS SB CO to issue DPAs.

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

1. 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. Issuing task orders Solicitations under the proper NAICS Code and corresponding OASIS SB MA-IDIQ Contract Number (See Section H.4)
5. Allowing a reasonable time for fair opportunity proposal submission
6. Resolving any performance issues, disputes, claims or protests at the task order level
7. Responding to all Freedom of Information Act (FOIA) requests at the task order level
8. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by customer agencies that do not require the use of CPARS
9. Entering task order award data in the Federal Procurement Data System – Next Generation (FPDS-NG) upon task order award, if applicable
10. Providing Solicitation and task order award data to the OASIS SB Contracting Officer in accordance with the OASIS SB Ordering Guide and Appendices located at <https://www.gsa.gov/oasis>
11. Closing out task orders in a timely manner

To revised Section G.2.5.:

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

For purposes of OASIS Contracts authorized users are identified as OCOs. Only an authorized user, who is a delegated OCO, may solicit, award, and administer a task order under OASIS Contracts. 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 received a Delegation of Procurement Authority (DPA) from the OASIS Program.

Contractor employees authorized under [FAR 51.1 Contractor Use of Government Supply Sources](#) to use OASIS are considered OCOs and are not required to obtain a DPA as their authority is granted to them by a Federal Government Contracting Officer administering an applicable contract (e.g., a [FFRDC](#)).

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

The OCO is encouraged to contact the OASIS Program Office for any OASIS related assistance including, but not limited to, the following:

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

The OCO duties include, but are not limited to:

1. Requesting and receiving a Delegation of Procurement Authority (DPA) prior to soliciting and awarding a task order
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. Issuing task order Solicitations under the proper NAICS Code and corresponding OASIS SB Multiple Award (MA)-Indefinite Delivery Indefinite Quantity (IDIQ) Contract Number (See Section H.4)
5. Allowing a reasonable time for fair opportunity proposal submission
6. Resolving any performance issues, disputes, claims or protests at the task order level
7. Responding to all Freedom of Information Act (FOIA) requests at the task order level
8. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by customer agencies that do not require the use of CPARS
9. Entering task order award data in the Federal Procurement Data System – Next Generation (FPDS-NG) upon task order award, if applicable
10. Providing Solicitation and task order award data to the OASIS SB Contracting Officer in accordance with the OASIS SB Ordering Guide and Appendices located at <https://www.gsa.gov/oasis>
11. Closing out task orders in a timely manner

5. The language in the OASIS Small Business Section G.3.2.1.4 Limitations on Subcontracting Reporting Data is hereby changed **from:**

#### **G.3.2.1.4 Limitations on Subcontracting Reporting Data**

The Contractor shall report into the Contractor Payment Reporting Module (CPRM) the Total Labor Dollars Subcontracted under each task order. The amount of Labor Dollars Subcontracted must be based on invoiced or actual payments to subcontractors, NOT on proposed or estimated amounts.

The Contractor's Limitations on Subcontracting Reporting Data will be monitored in accordance with the following criteria for each type of set-aside:

Total Small Business Set-Aside: In performance of all task orders combined as a Total Small Business Set-Aside, at least 50% of the cumulative average of all task order performance incurred for personnel shall be expended by the OASIS SB Prime Contractor. This requirement applies for each Pool the Contractor has an award under. (Note: For Total Small Business Set-Asides, each task order does not have to meet 50% unless otherwise specified by the OCO in their individual task order.)

8(a) Set-Aside: In performance of each task order awarded as an 8(a) Set-Aside, at least 50% incurred for personnel shall be expended by the OASIS SB Prime Contractor.

EDWOSB Set-Aside: In performance of services each task order awarded as an EDWOSB Set-Aside, at least 50% incurred for personnel shall be expended by the OASIS SB Prime Contractor.

WOSB Set-Aside: In performance of services each task order awarded as a WOSB Set-Aside, at least 50% incurred for personnel shall be expended by the OASIS SB Prime Contractor.

HUBZone Set-Aside: In performance of each task order awarded as a HUBZone Set-Aside, at least 50% of each task order performance incurred for personnel shall be expended by the OASIS SB Prime Contractor OR at least 50% of each task order performance incurred for employees that are certified as a HUBZone Subcontractors under the NAICS Code assigned to the task order.

SDVOSB Set-Aside: In performance of each task order awarded as a SDVOSB Set-Aside, at least 50% of each task order performance incurred for personnel shall be expended by the OASIS SB Prime Contractor OR at least 50% of each task order performance incurred for employees that are



certified as a SDVOSB Subcontractors under the NAICS Code assigned to the task order.

To revised Section G.3.2.1.4:

**G.3.2.1.4 Limitations on Subcontracting Reporting Data**

The Contractor shall report into the Contractor Payment Reporting Module (CPRM) the Total Dollars Subcontracted under each task order to non-similarly situated entities as defined in FAR 52.219-14 Limitations on Subcontracting (DEVIATION 2019-06).

6. The language in the OASIS Small Business 8(a) Section G.3.2.1.4 Limitations on Subcontracting Reporting Data is hereby changed **from:**

**G.3.2.1.4 Limitations on Subcontracting Reporting Data**

The Contractor shall report into the Contractor Payment Reporting Module (CPRM) the Total Labor Dollars Subcontracted under each task order. The amount of Labor Dollars Subcontracted must be based on invoiced or actual payments to subcontractors, NOT on proposed or estimated amounts.

The Contractor's Limitations on Subcontracting Reporting Data will be monitored in accordance with the following criteria for each type of set-aside:

8(a) Set-Aside: In performance of each task order awarded as an 8(a) Set-Aside, at least 50% incurred for personnel shall be expended by the OASIS SB Prime Contractor.

To revised Section G.3.2.1.4:

**G.3.2.1.4 Limitations on Subcontracting Reporting Data**

The Contractor shall report into the Contractor Payment Reporting Module (CPRM) the Total Dollars Subcontracted under each task order to non-similarly situated entities as defined in FAR 52.219-14 Limitations on Subcontracting (DEVIATION 2019-06).

7. OASIS Small Business (SB) Section H.10 Limitations on Subcontracting is hereby changed **from:**

## **H.10. LIMITATIONS ON SUBCONTRACTING**

In performance of services awarded under OASIS SB, Limitations on Subcontracting, will be monitored and strictly enforced by the OASIS SB CO. References in this contract to the OASIS SB Prime Contractor or “concern” (per FAR 52.219- 14(c)(1)), with respect to limitations on subcontracting, are interpreted to include the prime contractor’s similarly situated subcontractors (under the NAICS code assigned to the contract) as defined in 13 CFR 125.6, unless otherwise specified by the OCO in their individual task order.

The Contractor shall invoice to the customer the Total Labor Dollars Subcontracted under each task order. The amount of Labor Dollars Subcontracted must be based on invoiced or actual payments to subcontractors, NOT on proposed or estimated amounts.

The Contractor’s Limitations on Subcontracting performance will be monitored in accordance with the following criteria for each type of set-aside:

Total Small Business Set-Aside: In performance of all task orders combined as a Total Small Business Set-Aside, at least 50% of the cumulative average of all task order performance incurred for personnel shall be expended by the OASIS SB Prime Contractor. This requirement applies for each Pool the Contractor has an award under. (Note: For Total Small Business Set-Asides, each task order does not have to meet 50% unless otherwise specified by the OCO in their individual task order)

In the event any Limitations on Subcontracting 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.

The Contractor shall report Limitations on Subcontracting Data in the Contractor Payment Reporting Module (CPRM) in accordance with Section G.3.2.1.4.

To revised Section H.10:

## **H.10. LIMITATIONS ON SUBCONTRACTING**

In performance of services awarded under OASIS SB, FAR 52.219-14 Limitations on Subcontracting (DEVIATION 2019-06) will be monitored and strictly enforced by the OASIS SB CO.

In performance of all task orders combined (not each task order unless required by the OCO for their individual task order) the contractor will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded.

This requirement applies for each Pool the Contractor has received an award under.

8. OASIS Small Business (SB) Section H.10 Limitations on subcontracting is hereby changed **from:**

#### **H.10. LIMITATIONS ON SUBCONTRACTING**

In performance of services awarded under OASIS SB, Limitations on Subcontracting, will be monitored and strictly enforced by the OASIS SB CO. References in this contract to the OASIS SB Prime Contractor or “concern” (per FAR 52.219-14(c)(1)), with respect to limitations on subcontracting, are interpreted to include the prime contractor’s similarly situated subcontractors (under the NAICS code assigned to the contract) as defined in 13 CFR 125.6, unless otherwise specified by the OCO in their individual task order.

The Contractor shall invoice to the customer the Total Labor Dollars Subcontracted under each task order. The amount of Labor Dollars Subcontracted must be based on invoiced or actual payments to subcontractors, NOT on proposed or estimated amounts.

The Contractor’s Limitations on Subcontracting performance will be monitored in accordance with the following criteria for each type of set-aside:

8(a) Set-Aside: In performance of each task order awarded as an 8(a) Set-Aside, at least 50% incurred for personnel shall be expended by the OASIS SB Prime Contractor.

In the event any Limitations on Subcontracting 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.

The Contractor shall report Limitations on Subcontracting Data in the Contractor Payment Reporting Module (CPRM) in accordance with Section G.3.2.1.4.

To revised Section H.10:

## **H.10. LIMITATIONS ON SUBCONTRACTING**

In performance of services awarded under OASIS SB, FAR 52.219-14 Limitations on Subcontracting (DEVIATION 2019-06) will be monitored and strictly enforced by the OASIS SB CO.

In performance of all task orders combined (not each task order unless required by the OCO for their individual task order) the contractor will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded.

This requirement applies to each Pool the Contractor has received an award under.

9. For all OASIS 8(a) contracts, Section I.2.2, clause chart is hereby changed to remove the clause at FAR 52.219-14, Limitations in Subcontracting ((DEVIATION 2019-O0003) (Dec 2018)). The clause is replaced with the full text version of the clause at FAR 52.219-14 Limitations on Subcontracting (**DEVIATION 2019-06**) (per number 9 below).
10. The OASIS Small Business and OASIS 8(a) contracts (only), Part II - Contract Clauses, Section I, is hereby revised to add paragraph Section I.4.10, and incorporate the clause at FAR 52.219-14 Limitations on Subcontracting (**DEVIATION 2019-06**). The clause is added by full text, as follows:

### **52.219-14 Limitations on Subcontracting (DEVIATION 2019-06)**

Insert the following clause in solicitations and contracts for supplies, services, and construction, if any portion of the requirement is to be set aside for small business and the contract amount is expected to exceed the simplified acquisition threshold. This includes multiple-award contracts when orders may be set aside for small business concerns, as described in 8.405-5 and 16.505(b)(2)(i)(F):

Limitations on Subcontracting (DEVIATION 2019-06)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. As used in this clause—

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code, the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside or reserved any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15; and
- (4) Orders set aside for any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for—

(1) Services (except construction), it 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;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, 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;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the

cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants. (End of clause)

11. For all Unrestricted, Small Business and 8(a) contracts, Section H.11.4, titled “Marketing”, is hereby updated to remove the following sentence *“GSA reserves the right to review, and must 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.”*
12. For all OASIS Unrestricted contracts, Section I.2.2, clauses chart is hereby changed to remove the clause at FAR 52.219-14, Limitations in Subcontracting (January 2017), as the clause does not apply to contracts solicited on an unrestricted basis.
13. **For all OASIS Small Business (excluding 8(a) contracts), Section H.3.1., titled, “Set-Asides Based on Socio-Economic Group” is hereby revised to remove all** remove all references to allowing 8(a) awards under or against the OASIS Small Business contracts and to remove the chart at the bottom of the section.

**The Section H.3.1., is hereby revised from:**

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

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.

Except as otherwise stated in the 8(a) instructions section below, or unless the order solicitation explicitly requires size/socioeconomic re-certification at the order level, the ordering contracting officer shall rely on the size/socioeconomic status shown in the OASIS SB Contractor list available for download here: <https://www.gsa.gov/oasis>.

Section M.3 of the OASIS SB solicitation reserved award for at least three HUBZone Small Businesses, three Service Disabled 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 OASIS SB Pool.

The ordering contracting officer has discretionary authority via 15 USC 644(r)(2) to further set-aside orders based on socio-economic groups when it is anticipated that offers will be obtained from at least two small business concerns within a specific socio-economic group. There is not currently the ability for any directed (e.g. sole source 8(a)) socioeconomic orders.

In accordance with 15 USC 644(r)(2), the socio-economic groups eligible for competitive set-asides are identified as follows:

- 1.8(a) small business concerns
- 2.HUBZone small business concerns
- 3.Service-disabled veteran-owned small business (SDVOSB)concerns
- 4.\*\* Economically disadvantaged women-owned small business (EDWOSB) concerns eligible undertheWomen- owned Small Business Program and Repository
- 5.\*\* Women-owned small business (WOSB) concerns eligible under the WOSB Program andRepository

\*\* EDWOSB and WOSB competitive set-asides are subject to specific North American Industry Classification System (NAICS) industry groups in which EDWOSBs and WOSBs are underrepresented. The eligible NAICS Codes for EDWOSB and WOSB set-asides are subject to change by the SBA. See <https://www.sba.gov/wosb> for the updated list of NAICS Codes to determine OASIS SB Pool NAICS availability for EDWOSB or WOSB

set-asides. Additional Information Regarding Orders set-aside for 8(a) Competition

[The entire chart is not copied for the purposes of this mod}

To the revised language below:

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

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.

Unless the order solicitation explicitly requires size/socioeconomic re-certification at the order level, the ordering contracting officer shall rely on the size/socioeconomic status shown in the OASIS SB Contractor list available for download here: <https://www.gsa.gov/oasis>.

Section M.3 of the OASIS SB solicitation reserved award for at least three HUBZone Small Businesses, three Service Disabled Veteran-Owned Small Businesses (SDVOSB), three Women-Owned Small Businesses (WOSB), three Economically Disadvantaged Women-Owned Small Businesses (EDWOSB). **To accommodate 8(a) procurements, 8(a) subpool contracts were separately awarded. The OASIS SB contracts cannot be utilized to make 8(a) direct or competitive awards.**

The ordering contracting officer has discretionary authority via 15 USC 644(r)(2) to further set-aside orders based on socio-economic groups when it is anticipated that offers will be obtained from at least two small business concerns within a specific socio-economic group.

There is not currently the ability for any directed (e.g. sole source SDVOSB) socioeconomic orders as that authority is excluded in the FAR (e.g. [FAR 19.1404\(b\)](#)).

In accordance with 15 USC 644(r)(2), the socio-economic groups eligible for competitive set-asides are identified as follows:

- 1.HUBZone small business concerns
- 2.Service-disabled veteran-owned small business (SDVOSB)concerns



3.\*\* Economically disadvantaged women-owned small business (EDWOSB) concerns eligible under the Women-owned Small Business Program and Repository

4.\*\* Women-owned small business (WOSB) concerns eligible under the WOSB Program and Repository

\*\* EDWOSB and WOSB competitive set-asides are subject to specific North American Industry Classification System (NAICS) industry groups in which EDWOSBs and WOSBs are underrepresented. The eligible NAICS Codes for EDWOSB and WOSB set-asides are subject to change by the SBA. See <https://www.sba.gov/wosb> for the updated list of NAICS Codes to determine OASIS SB Pool NAICS availability for EDWOSB or WOSB set-asides.  
[End of the Section]

14. Section G.5 is hereby added to all of the OASIS contracts including Small Business, Unrestricted, and 8(a):

a. **G.5. Agile Task Order and Contract Administration Systems, Process and/or Procedures Changes**

During the life of this contract there may be changes necessary to improve and enhance contract administration, data reporting, data management and overall contract performance. Such changes may occur, but are not limited to systems, processes and/or procedures utilized to administer the OASIS Program and the OASIS contracts. All OASIS prime contractors, whether in active or dormant status, must comply and utilize all systems, processes and procedures as directed by the OASIS contracting officer(s) throughout the life of the contract, and the active period of performance of all task orders issued under an OASIS contract. Directions may not always come in the form of a modification, and may be provided via email or via letter from a contracting officer. Contractors will be provided a reasonable transition time for any newly required systems, processes or procedures. Reasonable transition time will be determined by the circumstances created by the change, and will vary on a case by case basis.

15. Section F.4.1 titled "Deliverable and Reporting Requirements," is hereby changed to add the following to the chart in the section:

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.5	Agile Task Order and Contract Administration Systems, Process and/or	Agile changes to facilitate improved contract administration /performance	As directed by the Contracting Officer throughout the life of the master contract and	Not Required

	Procedures Changes		all task orders	
--	--------------------	--	-----------------	--

16. The OASIS Small Business and OASIS 8(a) contracts (only) Section F.4.1, titled “Deliverable and Reporting Requirements” is hereby changed to remove reference to the email address at [oisissb@gsa.gov](mailto:oisissb@gsa.gov). The email address is replaced by [oisismods@gsa.gov](mailto:oisismods@gsa.gov). All SB and 8(a) contract deliverables shall be submitted to [oisismods@gsa.gov](mailto:oisismods@gsa.gov).

17. The OASIS Unrestricted contracts (only) Section F.4.1, titled “Deliverable and Reporting Requirements” is hereby changed to remove reference to the email address at [oisissb@gsa.gov](mailto:oisissb@gsa.gov). The email address is replaced by [oisismods@gsa.gov](mailto:oisismods@gsa.gov). All Unrestricted contract deliverables shall be submitted to [oisismods@gsa.gov](mailto:oisismods@gsa.gov).

18. This change applies to all Small Business, 8(a) and Unrestricted OASIS Contracts:

The following statement is hereby added to Section G.3.6, titled “Mergers, Acquisitions, Novations and Change-of-Name Agreements”:

All novation packages shall be submitted to [oisismods@gsa.gov](mailto:oisismods@gsa.gov), and soft/electronic copies are required. Hard copies are not required, unless otherwise directed by the responsible contracting officer. [NOTE: There requirement at 42.1204(e) “...to submit three signed copies...” is considered to be met by submission of a complete electronic/soft copy Novation file, which the CO will replicate and share as appropriate to facilitate review and approval of the package.

19. All other terms and conditions remain unchanged.