

Webinar Questions & Answers
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Questions & Answers 1-36 from the 2/14/08 MSC Webinar (Webinar #2)

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Note: This document also contains the questions and answers from 2007's Webinar #1 beginning on page 14. All of the answers are current only as of March 27, 2008. If you are reading this document any time after that date, some of the answers may no longer be current. I don't speak for the official GSA Policy organization. DC

1Q: “Which PES SIN would cover construction management tasks right now” (in advance of a new separate construction management SIN)?

A: 871-6

2Q: “Are the wage determinations for all regions attached to the Logistics schedules?”

A: Yes, the Service Contract Act Wage Determinations (WDs) are incorporated into the Logistics 874V solicitation and cover the entire country. The same is true of the Environmental 899 and Consolidated 00CORP standing solicitation. The webinar slides 72-76 describe how you can read those documents on FedBizOpps and confirm the WDs are there for those Schedules. But not every Schedule to which SCA applies incorporates WDs at the Schedule contract level, as we discussed on Slide 79 at the bullet: “Incorporates WDs for Service Contract Act for some Schedules.” For some Schedules (e.g., 03FAC, 84), some of the SCA clauses are included at the Schedules contract level but the WDs are not. For those SCA-covered Schedule not already incorporating the WDs, the WDs would need to be incorporated at the Task Order level.

3Q: “When buying off of GSA schedules, we understand that you will get credit for the socioeconomic impact of the vendor you use - can you still get credit for 8(a) purchases? We have heard that the 8(a) credit is not being granted now.”

A: As stated in the webinar, SBA regulations preclude 8(a) credit for Schedule orders. Those 8(a)s can't help you toward your agency's 8(a) goals, but can be used toward your SDB goals. The references for this statement can be found at <http://www.schedulesolutions.net> under the category “Small Business Issues.”

4Q: “What is the Industrial Funding Fee? Can we ask them to deduct this?”

A: Every quarter, Schedule contractors remit to GSA three-quarters-of-one-percent (0.75%) of their total Schedule orders, called the Industrial Funding Fee (IFF), to GSA in order to fund the Schedules program. As discussed in the webinar (slides 45 and 65), ordering agencies are always free and specifically encouraged to negotiate prices below the *GSA Advantage!*®-posted pricelist and shall seek discounts for task orders above the Maximum Order Threshold and when establishing a BPA regardless of dollar amount (FAR 8.405-1(d)). It's a best practice to always ask for discounts from the prices shown on the Schedule pricelist, and there is no good reason to limit that discount objective to just 0.75%. We typically hear of agencies getting task order discounts of around 10% and BPA discounts even as high as 20%, particularly with large orders and BPAs. As discussed during the webinar, the awarded Schedule rates are ceiling rates.

5Q: “Where is there a list of Schedule 70 Contracting Officers?”

A: We know of no website nor hold any document showing all the Schedule 70 Contracting Officers. As with all Schedule contracts, each Schedule 70 contract page at *Schedules eLibrary*

shows the name, phone, number, and e-mail address of the CO for that particular contract. In addition, that IT Acquisition Center Hotline is 703-605-2700 (IT.Center@gsa.gov).

6Q: “Where does medical transcription services fall?”

A: Medical transcription is not a service under the Language Services Schedule 738 II, as discussed on Slide 23. If you are looking for temporary medical transcription services, there are multiple Schedule 736 contractors awarded SIN 736-1 Administrative Support and Clerical Occupations who have labor categories like Court Reporter, Stenographer, and Transcribing Machine Operator (Medical/Legal). (How did I find all those medical transcription price lists? As described in the Webinar Handout I procedures, I simply searched at *GSA Advantage!*® under the “Services” pulldown using the keywords “medical transcription.”)

7Q: “Where did you say that Grant Management was under FABS 520?”

A: Using the procedures in your webinar Handout I, I first went to *Schedules eLibrary* to search the SIN descriptions for the answer. At *Schedules eLibrary*, I typed in “grant management” in the homepage’s search text box. The search result pointed me to SIN 520-15. Please feel free to try this yourself, as the eTools search procedures for finding the best-fitting Schedule and SIN(s) may end up helping you more than just getting a particular scope answer from somebody at GSA. I would much rather teach you how to fish rather than just giving you the fish.

8Q: “What is the staff augmentation Schedule and what type of services are included?”

A: *There is no staff augmentation Schedule.* If you are using the Schedules to augment your staff, then you would appear to be circumventing civil service hiring rules and using the Schedules in a way suggesting personal services (treating contractor employees like government employees). There are no Schedules on which you can augment your government staff with contractors, as this gives the appearance of personal services. As discussed on Slide 58, personal services cannot be procured (on Schedules or outside of the Schedules) without specific statutory authority. FAR 37.104. If you need to convert a government position to a contractor position, you will need to follow the appropriate commercial activities studies regulations (e.g., OMB Circular A-76).

During the discussion on Slide 37, we talked about the Temporary Administrative and Professional Staffing (TAPS) Schedule 736. “Temporary” means a 240-day work year, as we discussed. Check out the SIN descriptions shown at *Schedules eLibrary* for Schedule 736 for some of the labor categories awarded. Then go to the Schedule 736 solicitation at FedBizOpps to read more about the scope of the Schedule. Remember that for most Schedules you don’t just want to stop at the brief SIN description at *eLibrary*. That’s why it’s so important for all ordering agency COs to know how to read the FedBizOpps-posted solicitation for each Schedule, as shown on Slides 70-76. Make a fully-informed Schedule scope decision by not stopping at just what you see in the SIN descriptions at *Schedules eLibrary*.

9Q: “Where would I find more information on the two new BPAs for independent risk analysis services (data risk analysis, data recovery, etc.)?”

A:

- (1) Go to the OFPP website and read the 2/8/2008 memo.
<http://www.whitehouse.gov/omb/memoranda/fy2008/m08-10.pdf>

and then ...

(2) Go to GSA Advantage and click on “Strategic Sourcing BPAs” in the middle of the page to get to (for the BPA against GS-23F-0037T (FABS)):

http://www.gsaadvantage.gov/images/products/elib/pdf_files/itgira01.doc

or (for the BPA against GS-23F-9806H (MOBIS) / GS-35F-4594G (IT)

http://www.gsaadvantage.gov/images/products/elib/pdf_files/sriira02.doc

10Q: “Can we use these two BPAs in Hawaii?”

A: See the links in the previous question to read the BPAs. The nationwide scope is defined by the three relevant Schedule contracts, not in the two BPAs themselves. But, as with all Schedules, that doesn’t mean the contractors might not decline to quote for a task in one or more states. (As with all Schedule contracts, a particular “no quote” decision is a contractor’s business decision. Nothing in these BPAs or governing Schedule contracts specifically requires a contractor to respond with a quote for every RFQ.) As you can see from the BPAs’ scope of work, *some of the services described in the BPA may not require a physical presence at the Hawaii ordering agency.* I suggest you contact these two BPA-holding Schedule contractors to discuss their ability to perform the particular services you require in Hawaii. You may also wish to contact the GSA COs listed in the documents.

11Q: “Does the Energy Schedule include solar?”

A: Yes. Note that Energy Services is now part of the 03 FAC Facilities Maintenance & Management Schedule and is no longer a separate Schedule. To answer this question, I followed the same systematic scope determination steps you now know (because we discussed those steps at webinar Slide 59). First, I search for the word “solar” at the *Schedules eLibrary* homepage search text block. But that only searches the SIN descriptions and there is more to contract scope than just those SIN descriptions. No “solar” was found in the SIN descriptions at *Schedules eLibrary*. Following the next step on Slide 59, I then went to the 03 FAC website listed in Handout B. Because I didn’t see “solar” there, I then had to go to the standing 03FAC Schedule solicitation at FedBizOpps. I followed the steps on Slides 72-76, found an Attachment 5 called “Energy Services” and then opened that document and search for the word “solar” (as on Slide 76). I found that “solar” is part of the scope of “renewable energy” and therefore within the scope of Energy Services. This again reinforces something I said at the webinar: don’t stop reading at the *Schedules eLibrary* SIN description. There’s nothing magic about these scope determinations and most of the time you may not need to have somebody from GSA go to these websites for you.

(I suggest that knowing a systematic process of how to find the Schedule(s)/SIN(s) of best fit, as discussed in Slide 59, is as important at getting a quick answer to the particular question of the moment. The webinar was just as much about teaching a structured research methodology where you can find the answers yourself. Using Slide 59 in conjunction with the website notes on Page I-1 of the handout will help in most typical Schedule scope and market research situations.)

12Q: “Is there a maximum award value associated with the Schedules? (How do we know when the contract has reached the MOT? Is this posted somewhere in *Schedules eLibrary*?)”

A: No. There is neither a maximum placed on the size of a particular task order/BPA nor a maximum value placed on the aggregate of all orders placed under a particular Schedule contract (or entire Schedule for that matter). As we discussed at Slides 44 and 65, the “Maximum Order Threshold (MOT),” a Schedule-wide threshold for each particular task order, has three purposes: (1) to trigger your request for additional discounts, (2) to require you to send your RFQ to more than three Schedule contractors, and (3) to specify the task order amount at which a Schedule contractor could refuse to accept a larger order. The MOT varies by Schedule and is found on a contractor’s *GSA Advantage!*®-posted pricelists and at the FedBizOpps-posted standing solicitation for each Schedule. There is no limitation on your ability to issue a task order of any size nor is the number or size of aggregate task orders on a particular contract (or Schedule) subject to any limitation.

13Q: “How does GSA's evaluation of past performance impact our RFQ? Based on your slide [46] it appears we must evaluate past performance.”

A: I assume you are using “past performance” here as a qualitative best-value evaluation factor, typically weighted by currency and relevance, rather than the separate responsibility determination required by FAR SubPart 9.1. GSA has already determined the contractor responsible and ordering agencies need not make that determination. GSA has evaluated past performance at the time of Schedule offer evaluation based only the broad scope of the SIN(s) an offeror is requesting. We use the Open Ratings Inc. commercial performance evaluation for many of our service Schedules. *GSA has not and could not evaluate past performance for your particular task order.* While nothing in the FAR or the Schedule contracts specifically requires ordering agencies to include past performance as one of their task order evaluation factor, I believe it is a best practice because it is one useful indicator of a contractor’s ability to perform your task order successfully. However, if you feel that past performance is truly irrelevant as an evaluation factor, I suggest you document your file accordingly and exclude it as an evaluation factor.

14Q: “Is it a regular practice that open market items are added to the contractor's schedule and how long does that process take?”

A: Adding “Contract Support Items” (note the differences between what the webinar called “Contract Support Items” on Slide 50 and “Open Market Items” on Slide 51) to a Schedule contract is not an uncommon modification. A modification of this type, if well supported with invoice evidence of commercial pricing, might join the end of the modification queue and be processed in about 4-6 weeks if one of the Management Services Center (Auburn WA) Schedules is involved. Precise procurement lead time estimates are difficult and depend not only on how well the modification request is supported by documentary evidence provided by the contractor (the number one factor in predicting modification time), but on CO manning (including sick leave, annual leave, and CO training) at any one time. If the ordering agency (not the contractor) can demonstrate an agency mission impact, expediting the modification by contacting the Contracting Officer’s Branch Chief is sometimes possible in urgent situations. I wouldn’t presume to speak to the current contract modification workload in other GSA Acquisition Centers.

15Q: “If you go out to five sources but only get one quote, do you have to go get again to find two or more other sources?”

A: No. Document your file and move on. But why did you only get one quote? Was there something in the PWS that only one contractor could do? Was there something in the evaluation factors or submittal instructions slanted to one Schedule contractor. Before you really do move on, it pays to take a little time and be just a bit introspective about your RFQ. Ask those who didn't quote why they decided not to participate. (DoD readers should note DFARS 208.405-70 and PGI 208.405-70 regarding the reasonable expectation of receiving [not merely soliciting] at least three quotes. Remember that if you used *eBuy*, you don't need to actually receive three quotes.)

16Q: “When you see a Schedule that looks like it will work, but the contractor is not listed in your state, can you still use the Schedule?”

A: The city and state shown at *Schedules eLibrary* is simply the location of the company headquarters. It is the city and state drawn from the company's main office entry at the Central Contractor Registration (CCR) website. In many cases it has *very little* to do with where the contractor actually performs task orders. If you are including a line item for travel, many contractors will cross the country for your task. If the task order or BPA is big enough, a contractor might even establish a local office. Many Schedule contractors are nationwide concerns with regional offices, even though only the corporate headquarters is shown on *eLibrary*. Traveling contractors (meaning that company headquarters location is much less relevant) is much more common on something like MOBIS consulting rather than something like local guard service (Schedule 84) or landscaping service (Schedule 03FAC). Market research for your particular requirement will tell you if travel, lodging, and per diem is typical for services of the type required by your PWS.

17Q: “When awarding a BPA, how do we deal with a maximum threshold...Example say threshold is 1 million dollars..and we have a BPA for 5 years..would the threshold be limited to 1 million per order?”

A: There is nothing in the FAR nor in the Schedule contracts that require you to limit order size (or BPA size) with a minimum or maximum value or with an aggregate ceiling of any kind. The BPA has no threshold, only an estimated quantity. There is neither a guaranteed minimum nor a ceiling on a BPA. There is not a single dollar obligated by a BPA. There is simply a good faith estimate. The only FAR requirement is for an *estimated quantity* on the BPA. Anything beyond that is something that your agency is adding, perhaps unnecessarily. Also, the Schedule contract's MOT has no relevance to a BPA. In the same way that the Schedule contract's MOT places absolutely no restriction on your ability to place an order of any size, it is similarly irrelevant to some BPA “threshold” amount - - itself a non-sequitur.

18Q: “Do all contractors see *eBuy* RFQ postings even when you pick specific ones to receive the RFQ?”

A: Yes, but they “see” it through *eBuy* in different ways. The ones you specifically select will get an e-mail. The other Schedule contractors awarded the SIN(s) you specify actually have to take some action - - searching for your RFQ at *eBuy* among all the others with that SIN in order to view it. They actually have to go looking for it. A third group - - the contractors not awarded the SIN(s) you specify - - can't “see” it either way.

19Q: “What do you mean by ‘question additional G&A especially on travel that we may be paying for twice.’ Where would those fees be hidden or captured?”

A: In the fully-loaded labor rate. Those *fully-burdened* rates typically (but not for every service Schedule contract) already include direct labor, overhead, general & administrative expense, profit, and the IFF. Typically GSA has not evaluated the reasonableness of individual cost elements, instead evaluating a *fully-loaded* hourly/daily rate against a fully-loaded rate for that labor category paid by that contractor’s most-favored commercial customer. I suggest you exercise a healthy skepticism on quotes including a separate (perhaps additional) G&A which may actually be already included in the fully-burdened rate awarded by GSA.

20Q: “How long does it take a Contractor to get on the GSA Schedule?”

A: A few service contracts have been awarded in less than one month, but this is very unusual. At the Management Services Center (Auburn WA), we are currently averaging about 80 days from receipt of the offer to Schedule contract award. Offers not well supported with price and experience documentation can take significantly more than that average.

21Q: “Slide 66 says ‘size re-certified: 5 year option or merger/acquisition’ - SBA has discussed requiring businesses to recertify to their socioeconomic status annually. Will this impact the GSA schedule vendors socioeconomic categories? or will GSA stick to reevaluating only at each 5 year option period?”

A: Please see the bottom of that same slide for the *Federal Register* reference. That SBA Final Rule (at 71 Fed Reg 66443, effective 6/30/2007) specifically rejected annual size recertification. GSA evaluates size in accordance with that Slide 66- referenced SBA Final Rule: every five years or at the sooner occurrence of a recert-triggering event like a merger, acquisition, or novation. At the Schedules contract level, they keep the size they have for that entire five-year period unless there is a sooner merger, acquisition, or novation. The issue you raise appears to have been well-settled last year. The “discussions” you mention have already taken place. It’s not really a discretionary matter of GSA “sticking to” anything other than what that referenced SBA Final Rule directs.

22Q: “Do you need to compete task orders on a single-award BPA?”

A: No. As shown on Slide 90, the RFQ for orders against a Single-Award BPA goes only to the sole BPA holder. FAR 8.405-3(b)(1). In a single-award BPA, there is only one best-value decision point. Who is going to get the single BPA? You get quotes in response to a BPA RFQ, but only the single BPA awardee get the recurring task order RFQs.

23Q: Customer agencies are finding that they award to a GSA vendor and that vendor is "small" under their schedule, and then when they put this award into FPDS, the type of business is being "bounced" against that vendor's CCR listing and they have moved up and are now large. The customer will then not get credit - any thoughts or recommendations?

A: They may need to first ask their local FPDS system administrator. The Schedule contract is loaded into FPDS by the GSA PCO. At that time the PCO loads the particular contract’s Business Size (for the particular contract’s NAICS code - - not every NAICS code shown for that company at CCR) into FPDS via FSS Online. Name, address, DUNs, and other identifying information comes from CCR. But the size comes from the Schedule contract load into

FPDS. Contact the PCO to determine what that is or look at the contractor's Advantage-posted pricelist. There are situations where the size has not been correctly loaded at the Schedule contract level or where the size is (properly) different on the order. On multiple-NAICS Schedules (like PES 871 or ENV 899) it is possible to be one size on the Schedule contract and another size on the task order. That occurs where the Schedule contract uses one NAICS Code (with a particular size standard) while the order uses another (from that Schedule's solicitation. There is nothing prohibited in this situation.

The CCR size does not control as a company can have multiple NAICS Codes shown at CCR and therefore multiple sizes, depending on which NAICS Code is associated with a particular contract action. The CCR listing typically has multiple NAICS Codes listed for a given company. It is incorrect to say that such a contractor is small or large based only on CCR or that there is always even a single CCR-based size. The size based on *which* NAICS Code at CCR? A contractor can be small on one NAICS code and large on another NAICS code, with both of those NAICS codes listed on CCR. Some have size standards based on gross receipts. Other NAICS Codes are based on the number of employees. For a contractor with multiple NAICS Codes, there simply is no such thing as a CCR-shown size independent of a particular NAICS Code. And it's the NAICS code on the contract action that determines size, which could even be different on a different Schedule task order.

In situations where the contractor is one size at the contract level and a different size at the task order level, agencies may need to exercise additional creativity and flexibility when it comes to getting socioeconomic credit through FPDS. The specific "how to" details vary significantly by agency and do not have GSA-mandated solutions. That's why you will need to enlist the assistance of your local FPDS system administrator and Small Business specialist to ensure you get socioeconomic credit for task orders in special situations.

24Q: Slide 58...what do you mean by not to use commercial services?

A: Slide 58 says that one of the broad acquisition limitations on using the Schedules is that the services must meet the similarly broad FAR 2.101 definition of "commercial" services. If the services you require don't meet that specific FAR definition, not only can you *not* order against the Schedules, which include the FAR Part 12 clauses used only for commercial items/services, but you couldn't even use FAR Part 12 commercial acquisition procedures for a non-Schedule (open-market) procurement . Before you call your services "non-commercial," however, you may wish to get a second opinion, as some may not have been updated on the current broad interpretation of the commercial item/service definition, as further defined by courts and boards. Just because your service involves support tasks on a project which is uniquely governmental (like a military weapon system, for example) does NOT mean that your service is therefore non-commercial. Similarly, the fact that the service is provided to a military end-user does not make the service non-commercial. The decision on whether or not your service is *commercial* or *non-commercial* is one of the very first Contracting Officer determinations made. The commerciality determination not only determines which clauses you require but will impact your ability to use streamlined procurement methods like FAR Part 13 (which you can use for commercial items/services up to \$5.5M [FAR 13.500] or FAR SubPart 8.4 (the Schedules program). As your CO's determination of commerciality/non-commerciality has such a profound impact on the

general type of acquisition strategy and even the acquisition tools available to you, it is essential that this decision be one of the first ones made.

25Q: “Is there a listing of the available Schedule BPAs?”

A: No. There is no central governmentwide repository or database of Schedule BPAs. Each contracting activity is free to develop its own BPAs and to designate which agencies/offices can place orders against those BPAs.

26Q: “Referencing your comment regarding no limit on ordering for BPAs, please clarify whether or not the Ordering Limitation clause is required?”

A: The GSA MAS program has not prescribed ANY clauses you are required to include in your Schedule BPA. You are free to add any clauses (FAR clauses, clauses from you agency’s FAR supplement, local clauses, etc.) as long as none of them conflict with a statute, a regulation (e.g., a FAR prohibition on including certain clauses in commercial acquisitions), or a Schedule contract clause. You should add the clauses you think are most appropriate. If your question is specifically aimed at the FAR 52.216-19 clause entitled “Ordering Limitations,” you are certainly free to, but not required by the GSA Schedules program to, include language similar to that clause in your Schedule BPA RFQ. But the same could be said of any non-conflicting FAR clause, not just that one.

27Q: “If the request for quote indicated we ‘anticipated’ making award of one BPA, can we award multiples if we received good quotes from 2 or more contractors?”

A: This is a judgment call on your part. Neither the FAR nor the Schedule contracts specifically prohibit this with respect to Schedule BPAs, but there is some risk. The major risk is that those Schedule contractors who decide to “no quote” when they thought there would be only one BPA have had those expectations upset when you decided to change acquisition strategy only after you evaluated the quotes. This would be something like initially stating that you intended to award a Single Award IDIQ and then changing that acquisition strategy to Multiple Award IDIQs only after you received offers. As a best practice, you will probably want to bound the number of anticipated BPA awards in your RFQ, giving yourself some flexibility - - whether awarding multiple Single Award BPAs or a multiple award BPA. I don’t think that changing acquisition strategy in such a major way should be a substitute for doing good market research and acquisition planning up front. Also, recall our discussion of the Single-Award BPA vs. Multiple-Award BPA decision process on Slides 89-91. That decision properly turns *on the breadth of the requirement (similarity between scope of expected task orders)*, and not on the number of BPA quotes you receive.

28Q: “Do contractors on the Consolidated Schedule also show up on the Individual Schedules?”

A: Yes. You see them in *Schedules eLibrary* both under the Consolidated Schedule (00CORP) and under the corresponding single Schedules. A contractor with multiple Schedules loses no visibility when deciding to consolidate their Schedule contracts into one GSA Consolidated Schedule contract.

29Q: “How did you incorporate SCA at the Schedule level given the wide range of the services provided under these Schedules? Unlike DBA where you address the new rates at

the time you exercise an option, SCA changes and the CO must adjust the contract accordingly. How do you do it? What is the procedure?”

A: The decision as to whether a Schedule is SCA or not SCA is made at the Schedules program level. For example, MOBIS 874 and PES 871 do not include the SCA clauses. Other Schedules, like Logistics 874V and Environmental 899, are determined as SCA-covered contracts. Of course, this doesn't mean that all task orders issued under those Schedules will have SCA-applicable labor categories working on your task. For example, as discussed in Question 35 in this document, you could issue an Environmental 899 task order for preparing an environmental impact statement. It might not require any SCA labor categories. Another Schedule 899 task (maybe under remediation) might require “blue collar” labor.

Those SCA-applicable Schedules have the required SCA clauses included in all contracts awarded under that Schedule. You can verify this by looking at the FedBizOpps-posted standing solicitation for the Schedules contracts using the procedures discussed in the webinar.

For some (but not all) SCA-applicable Schedules, GSA incorporates every US Wage Determination (the complete WD header) in the Schedule contract every time the standing FedBizOpps solicitation is updated for that Schedule. As a result, GSA complies with (and exceeds) the WD updating requirement found in FAR 22.1007(c)(2) which requires that the CO obtain new WDs every two years on multiple-year contracts not subject to annual appropriations.

For some (but not all) SCA-applicable Schedules, GSA has not incorporated any WDs. For those Schedules (e.g., Security Schedule 84, Facilities Maintenance 03FAC), ordering agencies must use the WDOL website (<http://www.wdol.gov>) and incorporate the WD at the task order level. Of course, ordering officers have no authority to exceed the awarded GSA Schedule price, regardless of what the WD says.

Schedule contracts, whether SCA or non-SCA, also “address the new rates at the time you exercise an option.” In fact it happens even before that five year point. During the webinar we discussed the mass modification process by which all Schedule contracts are bilaterally and uniformly modified every time an updated solicitation is posted at FedBizOpps. For those Schedules with SCA WDs handled at the contract level, that's when all the latest WDs are brought into existing, previously-awarded contracts.

30Q: At EXPO last year, I came across contractors who claimed they incorporated Davis-Bacon Act into their Schedule (again construction incidental to the product provided--for example, establishing a concrete pad for modular buildings supplied under Schedule), and see them on individual Schedules on the GSA Library. How can they do this when there is no construction under Schedules?

A: It's very important to use the detailed and specific FAR 2.101 definition of “construction” when using that term. The GSA Schedules covered in this webinar are contracts for commercial services. They are not construction contracts. You can't build a building under any GSA Schedules. A contract for commercial services is very different than a construction contract. If you are not yet familiar with the significant differences between commercial service contracts and construction contracts, check out the FAR clause matrix at FAR 52.301, comparing the

“commercial service” columns with “construction.” There are also pre-award and post-award procedural differences, like the requirement for Miller Act bonds on certain construction contracts. The micropurchase threshold for construction is \$2,000. If activities meeting the FAR 2.101 definition of construction exceed \$2,000, then all those required construction clauses would need to be included (and sometimes corresponding service clauses removed from the Schedule contract, something that couldn’t done at the ordering level). Of course, minor construction below \$2,000 doesn’t even require a written order. In addition, some ordering activities reasonably construe minor installation activities part of the delivery of equipment as part of that supply contract rather than a separate construction contract.

For example, the Contracting Officers on the 03 FAC Facilities Maintenance & Management Schedule include the Davis Bacon Act clause (but not the D-B WDs) at the Schedules contract level. If you have specific questions on the Davis Bacon Act and that Schedule, you may wish to contact that GSA Acquisition Center at 816-926-6760 (hssmarketing@gsa.gov).

The statute that authorized GSA to award Multiple Award Schedule granted permission only for contracts relating to items and nonpersonal services. GSA’s enabling act provides no statutory authority for Schedules to include construction. That’s why you properly won’t find any GSA Schedules that permit the construction of buildings, structures, or other real property.

There are discussions under way within GSA about adding some minor repair and alternation capability to some Schedules, but that is not a done deal yet.

31Q: “We are interested in acquiring another BPA for environmental planning services. We currently have a BPA in place with [Contractor A], but our workload is increasing on a monthly basis and we would like to have another consultant to work with so as to not overburden [Contractor A]. When this BPA was awarded, they solicited 10 firms to select from. We would like to know if this is an appropriate number or not. We checked the 899 schedule, and under 899-1 there are 669 firms listed!”

A: Send your new BPA RFQ to at least three Schedule contractors holding the SIN(s) that fits your PWS. (In addition, if you are in DoD, you need to have a reasonable expectation of getting at least three quotes or use *eBuy*.) Is it excessive to send an RFQ to ten firms? On some requirements it might be and on some requirements it might be necessary. It all depends on your market research and your procurement history. You want to obtain enough price and technical “competition” (although CICA requirements have already been met) among Schedule contractor who want your BPA but not so many that your evaluation process will be unnecessarily burdened. It’s not clear from the question how many BPA quotes you actually received in response to ten RFQs on the previous BPA. I suggest you do some market research. If this was a new requirement, an RFI posted on *eBuy* might be a good idea. If the first BPA was awarded recently and you liked the others (the unsuccessful quoters from BPA #1 of similar scope), maybe you will want to send your new RFQ to some of those.

32Q: “Also, how would it work once we had two single BPAs in place. When we have a task order, could we just pick who we wanted to award it to or would we have to have some kind of established criteria as to who would get the work?”

A: If you've got two (or more) Single-Award BPAs in place, pick the BPA that meets your requirement and send your task order RFQ to that BPA holder only. Maybe you picked that BPA because it is held by a Small Business or because that BPA holder has a particular technical expertise you need. Nothing in FAR 8.405-3 requires you to tell non-BPA holders or holders or other Single-Award BPAs why you decided to order against one particular Single-Award BPA over another. That best-value evaluation has already taken place and the award of those Single-Award BPAs are independent actions. (Notice that Multiple-Award BPAs are different in this respect, as described in FAR 8.405-3(b)(2).)

33Q: “Slide 29 states that some mapping is not permissible under the Environmental schedule. What specific type(s) of mapping are they referring to? Is all mapping prohibited, or only the FAR Part 36 mapping?”

A: (partly adapted from a recent Brad Powers e-mail I liked - DC) Slide 29 says “Mapping (Part 36, Brooks Act)” is not appropriate for the Schedules. But not all mapping is A&E (Part 36) mapping. There needs to be surveying or engineering associated with the mapping to take it outside of the Schedules program. For example, software to take an existing map and superimpose data on it, much like *Google Maps* would do isn't Part 36 mapping. Another example of Schedules-appropriate mapping: data on populations of various animal species in an area is added as an overlay to an existing map. While the surveying process (actually determining topography, deciding on boundary lines, etc.) required to create a map is covered by the Brooks Act (and therefore outside the Schedules scope), manipulating or overlaying information onto an existing map (like pollution distribution mapping on an Environmental 899 task) could properly be accomplished under the Schedules.

[FAR 36.601-4\(A\)\(4\)](#) is the applicable regulatory citation. It reads as follows:

(4) Professional surveying and mapping services of an architectural or engineering nature. Surveying is considered to be an architectural and engineering service and shall be procured pursuant to section [36.601](#) from registered surveyors or architects and engineers. Mapping associated with the research, planning, development, design, construction, or alteration of real property is considered to be an architectural and engineering service and is to be procured pursuant to section [36.601](#). However, mapping services that are not connected to traditionally understood or accepted architectural and engineering activities, are not incidental to such architectural and engineering activities or have not in themselves traditionally been considered architectural and engineering services shall be procured pursuant to provisions in [Parts 13, 14, and 15](#).

As you can see, the focus of the regulation is mapping for which the purpose is doing something to real property. For example, if the Air Force wanted some mapping to try to optimize the way they are parking planes, that wouldn't trigger the Brooks Act definition of A&E mapping. But it would be a different story if the purpose of the mapping was to add or revise the runways or to build new hangars.

34Q: “Do they have a schedule that includes general re-vegetation and plant propagation services?”

A: The answer, like most Schedule scope determinations, depends on what your PWS says. I suggest you will want to look at SIN 899-8 as an appropriate SIN if the planting is related to environmental remediation as described in the Environmental Services 899 solicitation. For example, production and planting of trees as a part of a reforestation project could be an appropriate use of that Schedule and SIN.

The linkage to Environmental 899 remediation here is the key. There is no GSA Schedule that covers agronomy, plant breeding, and production agriculture unrelated to environmental remediation.

35Q: “Applicability of Service Contract Act to Environmental Services 899 for Environmental Assessments and Environmental Impact Statements - - Wouldn't those services be considered professional services?”

A: They are certainly professional (non-SCA) services! Of course, those (like many of the Slide 27 tasks) are very good examples of professional (non-SCA) deliverables in which any SCA labor would only be minor and incidental. When we said that SCA clauses are included on Environmental 899 and LOGWPORLD 874V Schedules (among others, like security guards on Schedule 84), we didn't say that every labor category on every task order will be found on a SCA Wage Determination. There are plenty of tasks on those SCA-including Schedules on which you find entirely “white collar” professional labor. The SCA clauses are there on some Schedules if you happen to have a need for SCA labor for your particular PWS. Maybe you will use SCA labor or maybe (as in some EIS or EA projects) you might not. GSA has no way to know that kind of detail about your requirement's particular labor mix in advance. The SCA clauses are on Environmental 899 principally due to 899-8 Remediation Services (which, as we mentioned at Slide 26, is the only 899 SIN that tends to predominantly “blue-collar”), but you could have non-trivial SCA labor on tasks other than those just on that particular Environmental SIN.

36Q: “Can we award GSA task orders for performance periods beyond the expiration date on the GSA contract? Say we want to award a base plus four option year task order, but the GSA contract expiration date is 9/30/10 and we want to go to 9/30/12. If the GSA contract has option years, can we award beyond the expiration date of the contract shown on the GSA website?”

A: Yes, your period of performance could extend beyond the Schedule contract expiration date shown on *Schedules eLibrary*. Make your task order period of performance reflect your own reasonable requirements. Even if GSA didn't exercise a Schedule contract option, your task order continues to run in accordance with the Indefinite Quantity clause we discussed on webinar Slide 80. There's no need for ordering agencies to force task order period of performance to coincide with Schedule contract period of performance. Also, there is nothing to prevent you from including options on task orders. (See <http://www.gsa.gov/schedules> and then under *Options on GSA Schedule Contract Orders*.)

Questions & Answers from the June 7, 2007 MSC Webinar (Webinar #1)¹
(Questions 37-57)

37. a) If we are prohibited from using competitive ranges, what is the process for narrowing down the competition and determining best value? b) How is this process impacted by the fact that FAR Part 8 procurements are protestable?

- a) Competitive range is a term from FAR Subpart 15.3. Part 15 does not apply to Schedule procurements. FAR 8.404(a). There is nothing in the concept of a competitive range that makes it the only “process for narrowing down the competition and determining best value.” You are not required to use competitive ranges in your FAR Part 13 Simplified Acquisitions (FAR 13.106-2(b)(3)) and it is still possible to make best value evaluations for those SAP procurements. The same rationale applies for Schedule procurements. Evaluation of Schedule quotes doesn’t depend on a competitive range determination. We suggest you evaluate your quotes as described in FAR 8.405-2(d) by placing the order with the Schedule contractor that represents the best value (see FAR 8.404(d)), a determination that, like a Part 13 procurement, does not require the use of a competitive range. In that way, best-value Schedule evaluations all done without determining a competitive range are not significantly different than the FAR 13.106-2 evaluation procedures.*
- b) There is no relationship between the non-applicability of a competitive range determination and the probability that a protest will be sustained. Overall, Schedule orders when used correctly are neither more nor less “protestable” than non-Schedule procurements, even though the specific and narrow protest limitations found in FAR 16.505(a)(9) do not apply to Schedule procurements. Idea International vs. U.S., 74 Fed. Cl. 129 (2006).*

38. Do you provide this briefing to schedule contractors? They sometimes mislead the local contracting officers by telling them that some of the items you describe as prohibited are available under their schedule.

While we have not presented this particular webinar to contractors, we communicate similar Schedule scope information to our contractors in a variety of ways:

- 1) The GSA Contracting Officer discusses contract scope with the offeror prior to Schedule contract award.*
- 2) After award of the Schedule contract, contractors submit their price list (the document you see posted at GSA Advantage) to this Center and we review that document to ensure it agrees with the award contract and does not contain incorrect or misleading information.*
- 3) The standing solicitation posted at FedBizOpps, available to both contractors and ordering agencies, defines particular items outside the scope of that Schedule.*
- 4) We conduct training open to contractors at annual GSA EXPO training sessions and our own MSC “Industry Training Days.” We stress to contractors the importance of only*

¹ Revised 7/23/2007 by Dave Clemens and Brad Powers. Contact Dave or Brad at R10.webinar@gsa.gov if you have questions regarding this document.

quoting on tasks within the scope of their contract award (Schedule/SINs/labor categories).

5) GSA Schedule contractors receive periodic visits and reviews by GSA Industry Operations Analysts. During these visits, task orders are reviewed to determine that all work performed is within the scope of the contract. MSC receives the results of those visits and conducts follow-up where necessary.

6) We train contractors with courses at the GSA Vendor Support Center. You can view what's available by going to www.gsa.gov/vsc.

If you become aware of specific instances where contractors are telling ordering officers that out-of-scope Schedule services can properly be ordered, please forward the specifics to the GSA Contracting Officer shown on [Schedules eLibrary](#) for that particular contract. We need your help in reporting contract scope errors by contractors.

39. Does GSA have best practices or guidelines for providing feedback to unsuccessful offerors?

Of course, the best advice is to conform strictly to the requirements in SubPart 8.4:

“After award, ordering activities should provide timely notification to unsuccessful offers. If an unsuccessful offeror requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.” FAR 8.405-2(d).

From the “Using GSA Schedules - - Customer (Services)” course at the FAS Center for Acquisition Excellence (<http://centerforacquisitionexcellence.fas.gsa.gov>)

Notifying Unsuccessful Quoters

After award of a Schedule order or BPA for services requiring an SOW, the Schedule user should provide timely notification to unsuccessful quoters. FAR does not establish specific requirements for the notices so the Schedule user can tailor each notice to the acquisition situation. Notices may be very brief or may include more detailed information such as the following:

- The number of Schedule contractors solicited;*
- The number of quotes received;*
- The name and address of each Schedule contractor receiving an order or BPA;*
- The items, quantities, and any stated unit prices of each order or BPA; and*
- The general reason(s) why the quoter's quote was not accepted.*

Information That May be Provided

The Schedule user may provide information such as the following:

- Any significant weaknesses or deficiencies identified in the seller's quote;*
- A summary of the rationale used to select the task order contractor; and*

- Reasonable responses to relevant questions about how the evaluation criteria contained in the request for quotations (RFQ) were used in the evaluation.

Information That Must Not be Provided

- Point-by-point comparisons between the unsuccessful quoter's quote and those of other quoters;
- Information on other quoters':
 - Trade secrets;
 - Privileged or confidential processes and techniques; or
 - Privileged or confidential commercial or financial information; or
- The names of individuals providing reference information about a seller's past performance.

It is very important that this "brief explanation of the basis for the award" not be called a "debriefing" or refer to anything in FAR Part 15. The danger is that ordering agencies will make their "brief explanation" appear to be a Part 15 debriefing and then be held to those higher Part 15 standards.

If you use GSA e-Buy (www.ebuy.gsa.gov) to solicit quotes, it is very easy to notify unsuccessful quoters through that system. After making an award, the Ordering Officer can use e-Buy to send "No Award" email notices. That notice provides a space for a brief explanation for the basis of award.

40. How can we be certain we are using the correct schedule/SIN?

See the webinar slide "Scope Determination Steps" and the eTools search hints shown in the webinar Handout..

Once you have defined your requirements in a Performance Work Statement (PWS), use GSA's eTools to determine the Schedule(s) and SIN(s) of best fit. In general, for each of your major PWS tasks:

a. Use webinar Handout B, a listing of the Schedules/SINs for services, as a good starting place to find a Schedule to investigate further. As shown on Handout B, every Schedule has a web page containing descriptive information and points of contact.

b. Go to Schedules eLibrary (www.gsaelibrary.gsa.gov) for each Schedule of interest and read the one-paragraph SIN descriptions to determine which SIN(s) apply. (Clicking on a SIN hyperlink there will display a list of contractors awarded that particular SIN.)

c. If you are still unsure if the SIN briefly described at Schedules eLibrary satisfies your PWS requirements, go to that Schedule's standing RFP at FedBizOpps. (Use the Handout B weblinks to get that Schedules web page and then follow the "Solicitation" link there. See also the webinar slides to find a particular Schedule solicitation on FedBizOpps.)

d. If, after reading the Schedule's web page (and talking to the listed GSA Schedule POC, if necessary), the Schedules eLibrary SIN descriptions, and the scope pages in the FedBizOpps-posted Schedule RFP, you are still uncertain as to which Schedules/SINs apply, forward your PWS to your local Customer Service Director (www.gsa.gov/csd) with a request for scope determination assistance. The final decision as to scope determination rests with the ordering agency, but a GSA Contracting Officer may be able to provide advice.

e. You may find that multiple SINs and even multiple Schedules will be necessary for a complex PWS. Your RFQ needs to list all the Schedule(s) and SIN(s) you have determined necessary to accomplish your PWS. This is a Government determination and is not to be left to Schedule contractors to decide.

41. Under FAR Part 8, what are the guidelines on the number of logical follow-ons that can be done?

One justification for limiting sources (e.g., sending your RFQ to less than three Schedule contractors) is that the new work is a logical follow-on to a previous Schedule order. That justification can only be used once. "The original order must not have been previously issued under sole source or limited sources procedures." FAR 8.405-6(b)(2).

42. When conducting oral presentations, is it appropriate to limit oral presentations to only the top competitors based on an initial review of limited written technical proposals for a best value trade-off evaluation?

There is nothing in the FAR or in the Schedule contracts prohibiting the procedure you suggest. However, a "best practice" would be to obtain sufficient quality sources through effective market research prior to issuing the solicitation. Consider posting a Request for Information (RFI) on eBuy and then sending your RFQ (e-mail, fax, etc.) only to those whose capabilities appear to best match your requirements. By sending your RFQ to Schedule contractors with relevant demonstrated capabilities, you increase the likelihood of quality offers and reduce the overall number of proposals received.

43. Can you award task orders under GSA Schedules as personal and non-personal services?

Agencies shall not award personal services contracts without a specific statutory authority. FAR 37.104(b). In addition, some Schedules specifically prohibit the use of that Schedule for personal services. (For example, MOBIS Schedule 874 states that no personal services shall be performed under that Schedule.) If a particular Schedule prohibits personal services task orders, then orders for personal services against that Schedule are not allowed, even if the agency has a specific statutory authorization to conduct personal services contracting. Personal services task orders are permitted only if an agency (a) has a specific statutory authorization for personal services, and, (b) is not precluded from personal services orders as shown on the FedBizOpps-posted Schedule RFP.

44. a) How do rates get on the schedule? b) For example, have they been audited or reviewed by the government? c) Have accounting systems been reviewed?

- a) GSA Schedule contracts are negotiated with the intent of achieving the contractors' "most favored customer" pricing/discounts under similar conditions. In order to ensure that they receive the best value at the lowest overall cost when using GSA Schedule contracts, ordering agencies are encouraged to seek price reductions, not only for orders over the maximum order threshold, but also when other circumstances warrant. FAR 8.405-4. GSA does not know your specific PWS requirements or task order work location when evaluating offered prices. Prices offered by prospective Schedule contractors are based upon a typical task order requirement that could be performed anywhere in the US (or even worldwide).*
- b) GSA's determination that the offered prices are fair and reasonable is based on a number of factors. Offered prices are subject to price analysis rather than cost analysis. GSA typically does not determine the reasonableness of particular contractor cost elements. As a result, Government audits typical of cost-type contracts are not part of the Schedule offer/award process. Prices offered as the "most favored customer" prices must be supported with paid invoices or other documentary evidence. Before setting negotiation objectives, the GSA Contracting Officer carefully reviews documentary evidence to validate a catalog or market price for the offered labor categories. Part of the pricing review is a comparison of offered prices with recently-awarded prices for labor categories on that Schedule with similar education, experience, and qualifications.*
- c) If the contractor is offering to perform Time and Material/Labor Hour Task Orders, the accounting system must be described by the Schedule contract offeror in order to provide an assurance to the GSA Contracting Officer that the offeror has a system that reliably will track labor hours (and materials) expended from timesheet (or receipt) to final invoice. Because cost-type contracts are prohibited under the Schedules, accounting system reviews are typically not of the breadth or detail seen on cost reimbursement contracts.*

45. What is the best practice for pricing services for tasks with option periods when the schedule identified labor rates are subject to the EPA clause?

Ordering agencies will want to ensure they have obtained a meeting-of-the-minds with Schedule contractors on the prices that will apply for the full period of task order performance. As a "best practice," RFQs should not be silent on the issue. There is nothing to prevent an ordering activity from including in its RFQ and resulting order a method to escalate prices for task orders of long duration. The method, rate, and timing of the task order EPA provision need not be the same as that on the GSA Schedule contract, just as long as the Schedule contract's hourly rate ceiling price is not exceeded during task order performance.

Different Schedule contracts are escalated in different ways: changes in a commercial pricelist, changes to a particular economic indicator, or application of a fixed annual escalation rate. A Schedule contract modification making effective a Schedule contract

EPA neither creates an “entitlement” for a task order modification nor does it automatically modify all existing task orders. Task order price escalation is a discretionary negotiated issue between ordering activity and Schedule contractor. It is not a matter of right for the Schedule contractor.

If the ordering activity wishes to negotiate a task order EPA with a Schedule contractor (something neither the FAR nor the Schedule contracts require them to do), the ordering officer may wish to check the EPA annual rate cap in the appropriate Schedule contract. This EPA annual rate cap varies from Schedule to Schedule. You will need to go to FedBizOpps to find out the EPA rate cap for your particular Schedule of interest. It’s probably a good idea for the annual task order EPA rate to be below the GSA EPA cap in order to ensure that the task order hourly rate never exceeds the Schedule ceiling rate, even though the two contracts may be escalated at different rates, at different times, and by different methods. Ordering activities may also wish to make their EPA rates redeterminable based on GSA Schedule contract adjustments, although this is not typically necessary because (particularly on task orders of longer potential duration) the task order rate already reflects a discount from the Schedule rate. As a result, the EPA differences between Schedule and task order will usually result only in a varying Schedule rate discount over the life of task order performance.

46. Aren’t T&M and LH task orders cost-reimbursement methods?

Time-and-Material (FAR 16.601) or Labor Hour (FAR 16.602) Schedule orders have fixed hourly rates that do not vary based on the contractor’s cost experience. The ceiling rates shown on Schedule contract pricelists are fixed rates that include wages, overhead, general and administrative expenses, and profit. As part of the price analysis for that fully-loaded commercial rate, GSA has not determined the reasonableness of individual cost elements. The fact that pricing for the materials in a T&M order may be based on actual cost does not make that order a cost-reimbursement contract action in the way FAR Subpart 16.3 uses that term. The use of cost-reimbursement contracts is prohibited for the acquisition of commercial items and services (FAR 16.301-3(b)), including those on the GSA Schedules.

47. Please explain the term “handling costs” on your T&M slide.

T&M orders sometimes include a material handling fee representing the administrative burden of purchasing and tracking contract materials. If the GSA Schedule contract has not determined a particular material handling fee to be fair and reasonable, the ordering officer must make that determination. Material handling is an indirect cost under a commercial Time-and-Material order in accordance with FAR 52.212-4, Alternate 1, (e)(1)(iii)(E) and (i)(1)(ii)(D)(2). Material handling cost includes only costs clearly excluded from the labor-hour rate and may include all appropriate indirect costs allocated to direct materials. FAR 16.601(c)(3).

48. It is our understanding that the prime contractors can quote a subcontractor at the prime contractor's rates. How can this be acceptable?

As long as the ordering officer can map the subcontractor's labor category description (minimum education, qualifications, and experience) to the prime's awarded Schedule contract labor category description, the order can be placed at the prime's Schedule contract rate, less any discount negotiated at the task order level. The GSA Schedule contracts are evaluated and awarded for particular combinations of education, qualifications, and experience at particular prices for each labor category. It is important that the ordering officer (not merely the prime contractor) (1) map the labor category descriptions for equivalence, and (2) conduct surveillance as to compliance with those awarded labor category qualification minimums. GSA leaves to ordering activities the responsibility for determining that only qualified personnel are performing on the task order. As long as the ordering activity receives the services from individuals meeting those qualifications, (regardless of who employs the particular contractor employee for these particular non-personal services), the Government's performance-based objectives have been met. (However, note that some Schedule contracts include the clause FAR 52.219-14 Limitation on Subcontracting while other Schedules leave that clause to the discretion of ordering activities. The presence of that clause in the GSA Schedule contract or in your task order may limit subcontracting on your task order.)

Consistent with the FAR Part 12 nature of the contract vehicle, the commercial Schedule hourly rates are determined fair and reasonable based on price analysis of the labor rate, without regard to particular elements of contractor cost. As these Schedule contracts are of the Fixed Price with EPA type (and that escalation is market-based rather than cost-based), contractor costs are properly not analyzed.

Also remember that Schedule contractors are competing for your task order and that competitive market forces mitigate the risk of unjust contractor enrichment.

49. How do you obtain terms and conditions for GSA contracts?

Follow the steps described on the webinar slides to read each Schedule's standing solicitation posted at FedBizOpps. Only by searching that document will you know what clauses/provisions you need to add to your RFQ.

50. For professional services, does the ordering officer need to address SCA non-applicability or has this been done at the contract level?

No, this determination has been made at the Schedule contract level.

51. Do the reps and certs on the GSA contract suffice or must the offeror update annual reps and certs for each task order?

FAR 4.1201(b) requires all federal contractors to complete the online representations and certifications at the ORCA website (<https://orca.bpn.gov/>) and to update those reps and certs at least annually. GSA contracts are not awarded to contractors without complete and current online reps and certs. Agencies can rely on those ORCA-posted reps and certs. There is no requirement for ordering activities to obtain new reps and certs for each task order. But remember that the ORCA reps and certs include only those required by the applicable FAR clauses. Your agency may have supplemented the FAR with its own agency-specific reps and certs you will need to include in your RFQ. You will want to obtain reps and certs if you are doing a size certification at the task order level.

52. How are subcontracting approvals handled for GSA Task Orders? Is it done at the contract or the task order level?

We are not clear on what the question is specifically asking. (a) Consent to subcontract? (b) Approval of a Small/Disadvantaged Business Subcontracting Plan?

(a) When necessary, any approval of a subcontractor to perform on a task order occurs at the task order level. Some ordering agencies have decided to include a clause like FAR 52.244-2 Subcontracts (which requires ordering officer consent for the contractor to enter into certain subcontracts on T&M/LH orders) while other ordering agencies believe the clause may not be customary commercial practice in accordance with FAR Part 12. (None of the Management Services Center solicitations currently include the clause 52.244-2 Subcontracts.)

(b) Approval of a subcontracting plan for large business contractors occurs at the contract level by the GSA Contracting Officer. GSA and SBA Representatives evaluate the plan and GSA receives the annual SF294/295 reports. (But there is nothing to prohibit an agency from requiring a subcontracting plan for a BPA/order as your agency's particular socioeconomic goals may be different than GSA's.)

53. FAR Part 8 doesn't discuss the use of competitive ranges. Are we specifically prohibited from using them?

*Not prohibited in so many words. But how can you make that determination if nothing in FAR Part 15 applies to Schedule orders in accordance with FAR 8.404(a)? The competitive range is defined and discussed in FAR 15.306(c). It's unclear how you can properly make a competitive range determination without relying on at least something in FAR SubPart 15.3, none of which applies to Schedule orders. If we use them, are we running the risk of turning the procurement into a FAR Part 15 competition? **Yes!** The simplified evaluation of Schedule orders/BPAs must conform with FAR 8.405-2(d). See the Handout footnotes for a list of cases where protests were sustained because agencies improperly made their Schedule orders look like Part 15 procurements.*

54. Do schedule contractors have priority over 8(a) contractors? In other words, does FAR 8.4 take preference over the SBA requirement of FAR Part 19?

According to FAR 8.404(a), only a single sentence in all of FAR Part 19 applies to Schedule orders and Schedule BPAs. (That single sentence is FAR 19.202-1(e)(1)(iii), stating that bundling is prohibited.)

FAR 8.405(a) states that the mandatory preference programs of Part 19 do not apply to Schedule procurements. The 8(a) set-aside authority is one of those Part 19 programs, FAR Subpart 19.8.

When conducting a best-value evaluation agencies can make progress toward their socioeconomic goals a primary source selection factor. In this way, an agency could end up giving a preference (but not a “set-aside”) to 8(a) Schedule contractors. (See also GSA Acquisition Letter V-05-12 “Socio-Economic Programs Under Schedules.”)

The decision to conduct a procurement as an 8(a) set-aside or as a Schedule order (where there are no set-asides of any type) is a decision for the ordering activity. No one of these two acquisition methods has “priority over” another in the FAR 8.002 sense of priority sources.

55. Wage determinations are already included in LOGWORLD 874V. Where can the Contacting Officer and/or contractor go to look at the applicable wage determination?

The “Index of Register of Wage Determinations Under the Service Contract Act” is Attachment 2 to the standing LOGWORLD solicitation posted at FedBizOpps. To view LOGWORLD Attachment 2, follow the steps shown in the webinar slides, using 874V and clicking on “Attachment02.” The full text version of each wage determination can then be viewed at www.wdol.gov.

56. Can the option periods on a task order exceed the expiration date of the basic GSA contract?

GSA Schedule contracts are awarded with a base period of five years and three option periods of five years each, for a total possible performance period of 20 years. Task order option periods cannot extend beyond the maximum (that is, 20-year) period of Schedule contract performance. The GSA webpage “Options on GSA Schedule Contract Orders” at www.gsa.gov/schedules states that options may be included on Schedules orders and that those task order options may be exercised provided that (among other things listed on that webpage) “the options do not extend beyond the period of the Schedule contract, including option year periods.” Those last four words take the task order option limitation from the five-year current period of performance to the maximum 20-year period of performance.

(That same GSA webpage also states that Schedule BPAs “may be established with options that extend beyond the end of the basic Schedule contract period.”)

57. FAR 8.404(d) says that an ordering activity placing an order has concluded that the order results in the lowest overall cost alternative. Does 8.404(d) limit you to selecting a quote that represents the lowest cost, technically acceptable quote?

No.

FAR 8.404(d) states that the ordering officer concludes “that the order represents the best value (as defined in FAR 2.101) and results in the lowest overall cost alternative. There is nothing in the FAR or in the Schedule contracts that limit you to selecting the Low Price Technically Acceptable (LPTA) quote. LPTA is just one side of the best value continuum. There is nothing preventing you from making price and non-price tradeoffs on Schedule procurements. Of course, your RFQ needs to describe your evaluation factors and their relative importance.

The terms "best value" and "lowest overall cost alternative" are not mutually exclusive. A best value analysis lends itself to determining the "lowest cost alternative." Best value procurements involve tradeoffs between price factors and non-price (i.e., technical, experience, past performance, socioeconomic status) factors. In addition, there is no FAR or contract requirement that the ordering agency somehow quantify any price/technical tradeoffs in dollars. An ordering agency should use whatever evaluation approach (e.g., narrative, quantification) best suits its needs, while at the same time being sensitive to the streamlined nature of the Federal Supply Schedules process. For example, agencies can use narrative explanations or price/technical tradeoffs so long as the evaluation is reasonable and consistent with the criteria identified in the RFQ.

If you are considering price and factors other than price, your RFQ could, as a “best practice”:

- *State the relative importance of the identified evaluation factors. As a minimum, the RFQ should state whether all evaluation factors other than price, when combined, are:
 - *Significantly more important than price;*
 - *Approximately equal to price; or*
 - *Significantly less important than price.**
- *Assure that there will be adequate information to evaluate quotes based on the identified factors. If the necessary information is not already reasonably available from other sources, the RFQ should require it as part of each quote submitted. On the other hand, the RFQ should never require information in a quote if it is not needed or is already reasonably available*