

| Number | Topic | Question | Response | Date Added |
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| 1 | Existing Contracts | What actions are required for existing contracts? | <p>Contracting officers should assess active contracts for potential impacts from disruption resulting from COVID-19. Contracting officers should take an inventory, noting:</p> <ol style="list-style-type: none"> 1. which contracts have no potential for impact and can continue business as usual, 2. which contracts have potential for impact but can be performed remotely or virtually, 3. which contracts must be performed onsite and are mission critical or essential, and 4. which contracts must be performed onsite but are not mission critical or essential. <p>Discuss with contractors any challenges they may be facing or may expect to face due to the ongoing situation. Identify potential alternate sources of supply or substitute products to mitigate disruptions.</p> <p>Communicate with key customers to keep them informed of any issues you have identified and any measures you are taking to mitigate them.</p> | 3/13/20 |
| 2 | Existing Contracts | For existing contracts, what contract administration flexibilities exist? (For lease contracts, see leasing specific questions and answers) | <p>Contracts have clauses that can help manage COVID-19 issues as they arise.</p> <p>The Government may delay acceptance of deliverables through the appropriate excusable delays clause that applies to the contract: FAR Clause 52.249-14 or FAR Clause 52.212-4(f), which includes "epidemics" and "quarantine restrictions".</p> <p>The Government may also provide for time extensions of construction contracts using the appropriate time extension clause that applies to the contract: FAR Clause 52.211-13 or GSAR Clause 552.211-13.</p> <p>The Government may make changes to the contract by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c).</p> <p>Additionally, the Government may suspend or stop performance through appropriate clauses: FAR Clause 52.242-14 or FAR Clause 52.242-15.</p> <p>Finally, the Government may terminate all or any part of a contract for its sole convenience if the work is no longer needed due to COVID-19 issues. Use the appropriate clause that applies to the contract: FAR Clause 52.249-1 through 52.249-7 or FAR Clause 52.212-4(l).</p> <p>Each of these clauses provides certain rights and obligations to the contracting parties.</p> | 3/13/20 |
| 3 | Existing Contracts | What if the place of performance for a contract is a Government facility that is closed due to a public health emergency? | <p>If possible, COs should change the place of performance to allow for work to be completed virtually. The Government may make changes to the contract by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c). Otherwise, if access to Government facilities is required to perform the contract: Fixed Price: Unless specified in the contract, fixed-price contracts generally would not be adjusted for a work stoppage as long as the stoppage isn't prolonged and the schedule can still be met. Cost Reimbursement (CR), Time & Materials (T&M), Labor Hour (LH): Under a CR, T&M or LH pricing arrangement, the FAR does not specifically provide guidance if a contractor is prevented from working due to circumstances beyond its control. If the contract does not include language addressing such issues, COs may need to consider suspending, stopping, or terminating work.</p> | 3/13/20 |
| 4 | Existing Contracts | What if there are no Government personnel available at the place of performance or designated delivery point to accept a contract deliverable? | <p>If possible, COs should change the delivery date, location, and/or method to allow for inspection and acceptance of the deliverable.</p> <p>If inspection and acceptance of the deliverable cannot be completed by the Government, the contractor may store and retain ownership of the deliverable. The contractor may be entitled to an equitable adjustment.</p> <p>Extended inspection and acceptance periods beyond the terms of the contract may not relieve the Government of its prompt pay responsibilities (see FAR 32.9 <i>Prompt Payment</i>).</p> | 3/13/20 |
| 5 | Existing Contracts | Can existing contracts be changed to require contractor personnel to work from home? | <p>FAR 7.108 states that agencies "shall generally not discourage a contractor from allowing its employees to telecommute in the performance of Government contracts". COs may work with the contractor to allow contracting personnel to work from home if the work can be completed virtually and the contractor authorizes its employees to work virtually. The Government may make changes to the contract by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c).</p> | 3/13/20 |
| 6 | Existing Contracts | Do PBS building service contractors have to provide continuity of operations for COVID-19? | <p>PBS contracts using the national custodial or operations & maintenance specifications require building service contractors to operate facilities and participate in emergency operations to the fullest extent possible during all emergency situations unless ordered to evacuate the building by a Government representative, emergency personnel, or the authority having jurisdiction.</p> <p>The contractor's proposal should include an emergency operations plan within the building operating plan that outlines their responsibilities.</p> | 3/13/20 |

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|--------|--------------------|---|---|------------|
| 7 | Existing Contracts | What if a contract requires travel for performance of the contract requirements? | <p>If the work can be completed without travel, COs may issue a bilateral modification to cancel the travel requirement using the applicable change clause: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c).</p> <p>If travel in support of a contract has already been booked and cannot be recovered, COs may still compensate the contractor for the expense.</p> | 3/13/20 |
| 8 | Existing Contracts | What if contractors are unable to deliver a product because components or parts are not available? | <p>Check to see if the required supplies are available under GSA's Disaster Relief and Emergency Preparedness Schedules on GSA Advantage.</p> <p>Consult the Disaster Response Registry via SAM (click "search records" and then click "Disaster Response Registry Search" on the bottom right of the next page) for availability of contractors for distribution of supplies and other emergency relief activities (see FAR 18.102).</p> <p>COs may accept delayed delivery (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)), and may issue a bilateral modification to the contract using the applicable change clause (see FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c)).</p> <p>Additionally, note the acquisition flexibilities permitted for emergencies, such as:</p> <ul style="list-style-type: none"> - Exception to Full and Open Competition for Urgent Requirements: FAR 6.302-2 - Waiver for AbilityOne Advance Notice: FAR 8.712(d) - Waiver of Cargo Preference: FAR 47.502(c) <p>COs should proactively engage with each contractor to address potential performance issues before they arise. Some issues may require unique solutions and may legitimately increase costs. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p> | 3/13/20 |
| 9 | Existing Contracts | What if service providers cannot perform because subcontractor services or materials they need are not available? | <p>COVID-19 may be considered an excusable delay as an "epidemic" (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)). In accordance with FAR 52.249-14(b) if a prime contractor cannot perform because of the failure of a subcontractor, the contractor may not be at fault unless the subcontracted services were obtainable from other sources.</p> <p>COs may accept delayed delivery (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)), and may issue a bilateral modification to the contract using the applicable change clause (see FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c)).</p> <p>If mission needs do not permit an extension, no adverse findings should be drawn about the contractor. The contract or order may be terminated for convenience. Additionally, note the acquisition flexibilities permitted for emergencies, such as:</p> <ul style="list-style-type: none"> - Exception to Full and Open Competition for Urgent Requirements: FAR 6.302-2 - Retroactive Overtime Approvals: FAR 22.103-4(i) <p>COs should proactively engage with your contractor to address potential performance issues before they arise. Some issues may require unique solutions and may legitimately increase costs. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p> | 3/13/20 |
| 10 | Existing Contracts | Can a contractor be compensated for additional personal protective equipment (PPE) that they feel is necessary to perform a contract? | <p>Yes, in some cases. The COR should review the contractor's request, determine if the request is within scope and make recommendations to the CO regarding technical and cost issues. COs may consider the request in the context of the contractor's COVID-19 epidemic continuity plan, if available. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p> | 3/13/20 |
| 11 | Existing Contracts | Are contractors entitled to compensation for idle staff costs, shut-down/start-up costs, etc., if performance is not possible due to the Government's unavailability (i.e., the Government facility is closed, Government personnel are not available to accept the deliverable)? | <p>Unless specified in the contract, fixed-price contracts generally would not be adjusted for a work stoppage as long as the stoppage isn't prolonged. If performance is not possible due to Government unavailability, adjustments may need to be made in the performance dates and for any increases in the cost of performance in accordance with the applicable changes clause.</p> <p>Under a cost reimbursement, time-and-materials or labor hour pricing arrangement, the FAR does not specifically provide guidance if a contractor is prevented from working due to circumstances beyond its control. However, unless the contract contains language addressing such issues, the governing clauses at FAR 52.216-8, FAR 52.232-7, and FAR 52.212-4(i) do not authorize payment for direct labor hours not performed.</p> <p>COs should proactively engage with each contractor to address potential performance issues before they arise. Some issues may require unique solutions and may legitimately increase costs. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p> | 3/13/20 |

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|--------|--------------------|---|---|------------|
| 12 | Existing Contracts | Can a contract period of performance be extended due to COVID-19 impacts to a contract? | Yes, the Government may make changes to the period of performance by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c). Note that COVID-19 may be considered an excusable delay as an "epidemic" (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)). As such, the contract period of performance may be changed without having to use the option to extend clause (see FAR Clause 52.217-8). The contractor may also be entitled to an equitable adjustment in contract terms. | 3/13/20 |
| 13 | Existing Contracts | If the Government suspends or stops work, can a contractor still get paid? | Yes. Payments may be made in accordance with the terms and conditions of the contract for items delivered and accepted by the Government prior to the suspension or stop-work order. Contractors may also be entitled to an equitable adjustment for additional costs associated with the suspension or stop-work order (see FAR Clause 52.242-14 <i>Suspension of Work</i> or FAR Clause 52.242-15 <i>Stop-Work Order</i>). In the event items are not provided or required by the Government because of COVID-19, payment reductions may be computed. COs should consider other alternatives such as delaying deliverables and should consider the costs of start-up before suspending or stopping work, i.e., is it in the Government's best interest to continue with the existing contractor for a short-term emergency period rather than shut-down and start-up again later. | 3/13/20 |
| 14 | Existing Contracts | Can part or all of a contract be de-scoped or terminated as a result of COVID-19 impacts? (For lease contracts, see leasing specific questions and answers) | Yes. The Government may terminate all or any part of a contract for its sole convenience, considering whether the work is no longer needed due to COVID-19 issues, through the appropriate clause that applies to the contract: FAR Clause 52.249-1 through 52.249-7 or FAR Clause 52.212-4(l). Each of these clauses provides certain rights and obligations to the contracting parties. COs should engage with each contractor to address potential performance issues, some may require unique solutions. COs should consider other alternatives such as delaying deliverables and should consider the costs of reprocurement before terminating all or any part of a contract, i.e., is it in the Government's best interest to continue with the existing contractor for a short-term emergency period rather than resolicit, onboard and transition to a possible new contractor later. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce. In the case of partial or complete termination for convenience, paragraph 6(b) of GSA Order ADM 5000.4A requires coordination with assigned legal counsel prior to taking action. | 3/13/20 |
| 15 | New Contracts | For new contract actions, what acquisition flexibilities exist? (For lease contracts, see leasing specific questions and answers) | The FAR includes many acquisition flexibilities that are available to the contracting officer when certain conditions are met. These acquisition flexibilities do not require an emergency declaration under the Stafford Act (see Questions 3 and 4). See FAR Subpart 18.1 and the Acquisition Portal Emergency Acquisition page for more details. A few highlights include: - Exception to Full and Open Competition for Urgent Requirements: FAR 6.302-2 - Exemption for SAM Registration : FAR 4.1102(a) - Waiver for AbilityOne Advance Notice: FAR 8.712(d) - Nonenforcement of Qualification List Requirements: FAR 9.206-1(b) - Retroactive Overtime Approvals: FAR 22.103-4(i) - Exemption from Electronic Funds Transfer Requirements: FAR 32.1103(e) - Waiver of Cargo Preference : FAR 47.502(c) | 3/13/20 |
| 16 | Existing Contracts | Can a plan for continuing contract services be incorporated into existing contracts? | Yes. While many of GSA's owned buildings already have custodial pandemic plans for continued operations, other contracts may not. COs may request contractors to submit a plan that safeguards its employees and provides for continued operations considering the COVID-19 epidemic. If this plan isn't already included in the contract, the CO will need to work with the contractor to obtain a plan that outlines the steps the contractor will take to prevent and reduce the spread and mitigate the potential effect of COVID-19 on operations. Given the unpredictable length and severity of COVID-19, the contractor's plan should consider their planned actions relative to the periods and phases of a pandemic as described by the World Health Organization, see https://www.who.int/influenza/resources/documents/pandemic_phase_descriptions_and_actions.pdf . If the plan changes the contract's price or performance time, either directly as part of the change or indirectly by adjusting the conditions of performance, the contractor may be entitled to an equitable adjustment. | 3/17/20 |
| 17 | Existing Contracts | What authority does the Government have in dealing with sick (or potentially sick) contractor personnel working in a Government facility? (For lease contracts, see leasing specific questions and answers) | Unless the contract is for personal services (which is rare), Government employees should not provide direction to a contractor employee. As with all contract administration issues, Government employees may communicate this as a performance concern to the contracting officer. Contracting officers may share the concern with the contractor management point of contact. | 3/17/20 |

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|--------|--------------------|---|--|------------|
| 18 | Existing Contracts | Can contractors take home Government furnished equipment (GFE) to facilitate telework? | Yes, COs may provide provide GFE to contractors when it is clearly demonstrated to be in the Government's best interest and the other factors at FAR 45.102(b) apply. Contractor use of GFE at home is not precluded by the FAR. Contracts must be modified to include the applicable clause listed at FAR 45.107 if not already included. COs should ensure that the contractor's property management system can adequately track and account for all GFE as required by the applicable clause listed at FAR 45.107. All security procedures to issue GFE to contractor employees must be followed prior to issuing GFE per Acquisition Letter MV-19-04 (https://www.gsa.gov/cdnstatic/MV-19-04_0.pdf). | 3/18/20 |
| 19 | General | Has the Coronavirus Disease 2019 (COVID-19) been declared an emergency? | The Coronavirus Disease 2019 (COVID-19) has been declared an emergency by the President on March 13, 2020. COVID-19 has also been declared a pandemic by the World Health Organization on March 11, 2020, and a public health emergency by the Secretary of Health and Human Services on January 31, 2020. See SPE Memos SPE-2020-06 and SPE-2020-07 for additional acquisition flexibilities. | 3/18/20 |
| 20 | New Contracts | Have procurement thresholds been raised? | The Coronavirus Disease 2019 (COVID-19) has been declared an emergency by the President on March 13, 2020. See SPE Memo SPE-2020-07 for emergency acquisition flexibilities, including increasing the micropurchase and simplified acquisition thresholds for applicable procurements. | 3/18/20 |
| 21 | Leasing | Can a tenant agency (not GSA) in a GSA leased space separately acquire cleaning services through their own service contract? | Yes, under certain conditions. If there is a confirmed or suspected case of COVID-19 occurring within the leased space, the customer tenant agency must immediately notify the GSA Property Manager. GSA will then contact the lessor and then either request a "detailed cleaning and disinfection" of the space or grant authority to the tenant to utilize their own contractor where appropriate. | 3/18/20 |
| 22 | Leasing | For existing lease contracts, what contract administration flexibilities exist? | On a case-by-case basis, the Lease Contracting Officer (LCO) may make changes to the lease by invoking the "Changes" clause in the General Clauses. Invoking the "Changes" clause will involve a bi-lateral modification to the lease contract. For the purposes of the Government's response to the Coronavirus, such changes would typically involve additional cleaning for leased buildings. | 3/18/20 |
| 23 | Leasing | Can part or all of a lease contract be de-scoped or terminated as a result of COVID-19 impacts? | With respect to de-scoping, refer to the "Changes" and "Proposals for Adjustment" clauses as contained in the General Clauses. With respect to termination, GSA leases may contain termination rights but they do not include a termination for convenience clause. | 3/18/20 |
| 24 | Leasing | For leased space, are lessors responsible for certifying the space is cleaned sufficiently for COVID-19? | For situations where "detailed cleaning and disinfection" or "routine cleaning and disinfection" are required in leased space, contractors are not required to "certify" that the space has been cleaned. They are, however, responsible to abide by the terms and conditions of the Government contract. | 3/18/20 |
| 25 | New Contracts | Do Government orders receive priority over commercial orders? | Generally, no. However, under certain circumstances once a national emergency has been declared by the President Federal customers may receive priority over other customers when the order is specifically labeled as a "rated" order under the Defense Priorities Allocation System (DPAS). Under Title I of the Defense Production Act of 1950 (50 U.S.C. App. 2061), delegated agencies may obtain preferential acceptance and performance of contracts and orders supporting certain approved national defense and energy programs and to allocate materials, services, and facilities in such a manner as to promote these approved programs. FAR subpart 11.6 and GSAM 511.6 outline the general policies and procedures for placing "rated" orders, and specific guidance for the COVID-19 response rated orders is covered through Acquisition Letter MV-20-05. | 3/25/20 |
| 26 | New Contracts | Does GSA have authority to use the DPAS System for priority rated orders to support the Government's COVID-19 response? | Yes, but the authority is limited to one office in FAS, and limited to specific types of items. On March 14, 2020 DHS determined GSA's emergency response program for COVID-19 was eligible for use of DPAS. On March 16, 2020, DOC gave rating authorization to GSA to use the DPAS system to provide telework equipment and cleaning supplies for COVID-19. On March 17, 2020, the GSA Administrator delegated the authority to place DO priority rated orders to the FAS Commissioner and the GSS Central Office Acquisition Division (QSAB) within the Office of General Supplies and Services. See Acquisition Letter MV-20-05 for more details on GSA's approved use of the DPAS System. | 3/25/20 |
| 27 | Existing Contracts | Do Schedule contracts include the DPAS rating clause FAR 52.211-15? Can orders under Schedule contracts carry a DPAS priority rating? | Schedule contracts do not include the DPAS rating clause at FAR 52.211-15. However, orders placed under Schedule contracts can carry a DPAS priority rating if the clause is included at the order level. Agencies must be deemed eligible by the the Department of Homeland Security (DHS) and receive authority from the Department of Commerce (DOC) to place rated orders. The DPAS priority rating is limited to products authorized by the DOC. The FAS Commissioner and the GSS Central Office Acquisition Division received authorization from DHS on March 14, 2020 and DOC on March 16, 2020, to carry a DPAS priority for cleaning supplies and telework equipment. See Acquisition Letter MV-20-05 for more details on GSA's approved use of the DPAS System. | 3/25/20 |

| Number | Topic | Question | Response | Date Added |
|--------|-----------------------|--|--|------------|
| 28 | Leasing | Do the increased procurement thresholds from SPE Memo SPE-2020-07 apply to PBS leasing? | <p>Yes. GSAM 570.102 defines simplified lease acquisition threshold (SLAT) to mean simplified acquisition threshold (SAT) per the FAR. So, for leasehold procurements related to COVID-19, the SLAT is \$750,000 (average annual amount of rent for the term of the lease, including option periods and excluding the cost of services). Per the SPE memo, this increase in SLAT only applies to lease procurements for "direct purposes of the response to Coronavirus Disease 2019".</p> <p>The SPE memo also states that "The threshold for simplified procedures for certain commercial items, including the acquisition of leasehold interests in real property, is increased to \$13 million (see FAR 13.500(c) and 18.202(d))." The reference to "leasehold interests" in this sentence is only referring to leases of commercial items or supplies. Leasehold interests as discussed at GSAM Part 570 are not considered commercial items.</p> | 3/25/20 |
| 29 | Acquisition Workforce | Now that thresholds are increased under the COVID-19 emergency declaration, do new warrants need to be issued to COs at the new threshold level? | No, there is not a need for new warrants to be issued. SPE Memorandum 2020-07 increased thresholds for procurements related to COVID-19 response. If the warrant states a threshold limit like the Simplified Acquisition Threshold, the authorities automatically increase with the threshold increase. Work executed would need to comply with GSA guidance as published for the response to COVID-19 and use the proper FPDS code; the SPE memo provides such authority. | 4/15/20 |
| 30 | Acquisition Workforce | <u>In SPE Memo 2020-07, dated March 14, 2020, Subject: Emergency Acquisition Flexibilities for Novel Coronavirus Disease 2019 (COVID-19), specific increases in purchasing thresholds were authorized to accommodate procurements in support of the response to COVID-19. Should existing warrants be increased temporarily to accommodate the new thresholds?</u> | Consistent with the GSA Contracting Officer Warrant Program (COWP) practices and procedures for disaster support, Bureau Warrant Managers (BWMs) will not need to issue temporary warrants to increase authorities for work in support of COVID-19. The SPE memo provides authorization sufficiency for purchases under the increased threshold for the period(s) specified. Further please do not send warrant invitations for new warrants, as they are not necessary. | 4/15/20 |
| 31 | Acquisition Workforce | What if the HCA had already planned to increase a contracting officer's warrant threshold, prior to COVID-19? | In GSA, warrants are issued pursuant to organizational need. If the HCA needs to increase a warrant threshold for regular operational needs (non COVID-19), the Bureau Warrant Manager (BWM) would use the appropriate FAITAS Warrant Module Template for the applicable level, as described in the GSA FAITAS Warrant Module Training Guide. Again, new warrants for existing COs are not needed solely based on COVID-19 response work. | 4/15/20 |
| 32 | Acquisition Workforce | If there is an organizational need for procurement analysts or other non-wa | Only duly appointed contracting officers can bind the government. This means that HCAs only issue warrants to eligible acquisition professionals who are then authorized to sign on behalf of GSA. However, there is a plethora of acquisition-related work that can be performed by knowledgeable acquisition subject matter experts that does not require a warrant. This includes, but is not limited to: acquisition planning, performing market research, drafting statements of work (SOW), drafting statements of objectives (SOO), submitting a purchase request, as well as reviewing a contract file, or other related activities. | 4/15/20 |
| 33 | Acquisition Workforce | The HCA is considering the issuance of temporary (interim) warrants to eligible acquisition professionals who will be executing operational contracting work in support of COVID-19. What is the process for issuance of an interim warrant? | <p>Bureau Warrant Managers (BWMs) must follow the existing COWP requirements and processes for issuing interim warrants. As a reminder the following apply:</p> <ol style="list-style-type: none"> (1) Interim warrants may be issued to new warrant holders for a temporary period. (2) There are no changes to the current COWP processes. (3) All interim warrant applicants must meet the requirements for the applicable warrant type and level. (4) For the warrant invitation, BWMs must use the appropriate warrant template; the expiration date would be needed for the interim warrant. For COVID-19, we are suggesting 18 months from the issuance date. (5) If an applicant for an interim warrant does not meet the criteria for the warrant being sought, the HCA must first obtain an approved SPE waiver, prior to issuance of the interim warrant. <p>COWP requirements are located at https://docs.google.com/spreadsheets/d/1D2oiFTjs-X0sQaLUlssKXKpj4dJ1s4emUz2rhp3UqM/edit#gid=2108402981.</p> <p>COWP waiver information is located at https://insite.gsa.gov/topics/acquisition-purchases-and-payments/acquisition-portal/acquisition-career-management/gsa-warrant-program/contracting-officer-warrant-program#Waivers.</p> | 4/15/20 |
| 34 | Acquisition Workforce | Our office is being asked to perform work for another region or business line, can we issue a second warrant to an existing Contracting Officer? | In GSA, warrants are issued by each Head of Contracting Activity (HCA) based on the geographical or business line responsibility of that region or business line's contracting authority. When work (outside of the region or business line) is being assigned to contracting officers (COs) with a regional or business line warrant, a secondary warrant is required. Secondary warrants are issued to COs to support another bureau outside of the CO's region/home bureau. Secondary warrants must be issued manually by the gaining bureau (guest bureau). There must be an understanding/agreement between the two HCAs. Within PBS, COs' with a National Warrant do not require a secondary warrant. They are authorized to execute work across PBS in accordance with the PIB operational guidance. | 4/15/20 |

| Number | Topic | Question | Response | Date Added |
|--------|-----------------------|---|--|------------|
| 35 | Acquisition Workforce | Our office is being asked to perform work for another region, can we issue a National Warrant to Contracting Officers who will perform this work? | <p>National Warrants are only authorized for issuance to eligible contracting and leasing professionals within the Public Building Service. National Acquisition Warrants and National Leasing Warrants have unique requirements. When seeking a new National Warrant, please follow the Bureau Warrant Managers guidance posted on the GSA Acquisition Portal/National Acquisition Warrants and/or National Leasing Warrants.</p> <p>Note: Agency policy does not accommodate waivers for National Warrants.</p> <p>National Warrant information is located at: https://insite.gsa.gov/topics/acquisition-purchases-and-payments/acquisition-portal/acquisition-career-management/gsa-warrant-program/contracting-officer-warrant-program#PBSNationalWarrants.</p> | 4/15/20 |
| 36 | Acquisition Workforce | What is GSA's policy on expediting requests for COWP waivers in support of COVID-19? | The Office of Acquisition Policy is on alert for all incoming acquisition workforce actions in support of COVID-19. Please follow the procedures as shown here to request a COWP waiver for a regional or business line warrant. | 4/15/20 |
| 37 | Acquisition Workforce | I have applied for the Contingency Contracting Corps (CCC). If the CCC is activated will I need a new warrant? | If activated, the executive agency in charge of the CCC will be able to provide guidance on warrants. Section 870 of S. 3001, of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 amended The Office of Federal Procurement Policy Act (41 U.S.C. 403 et seq.) and created the Contingency Contracting Corps, designating GSA as the lead agency. While GSA manages the Corps, the Director of the Office of Management and Budget (OMB) activates the Corps upon request by an executive agency. | 4/15/20 |
| 38 | New Contracts | Do restrictions under the Trade Agreements Act (TAA) apply to purchases made in support of emergency situations? | <p>Refer to FAR Subpart 25.4 for applicability of the trade agreements, including exceptions, dollar thresholds, etc. Note that TAA does not apply to all acquisitions, as the value of the acquisition is a determining factor in the applicability of the TAA.</p> <p>In addition, FAR Subpart 18.1 identifies acquisition flexibilities that are available to COs when certain conditions are met. FAR 18.119 addresses trade agreements, stating, "The policies and procedures of FAR 25.4 may not apply to acquisitions not awarded under full and open competition (see 25.401(a)(5))." For example, sole source acquisitions justified in accordance with FAR 13.501(a) or other acquisitions not using full and open competition procedures (i.e., as authorized by FAR subpart 6.2 or 6.3) may preclude the use of FAR 25.4 procedures.</p> <p>In addition, SPE Memo SPE-2020-11 determined there is not a sufficient supply of necessary cleaning supplies and PPE supplies available from trade agreements compliant sources and makes an exception determination under the Trade Agreement Act statute for GSA contracts, allowing GSA to temporarily procure non-compliant products. The exception determination is valid until July 1, 2020. It also recognizes that due to the great disruption in the supply chain, other items may also not be available. It sets out a process to add items to the non-availability determination. FAS PAP 2020-06 outlines implementing instructions for this determination on GSA Schedules.</p> | 4/15/20 |
| 39 | New Contracts | Can COs purchase products made in China in support of emergency situations? | <p>FAR Part 25 provides policies and procedures on acquisition of foreign supplies, services, and construction materials. While restrictions on foreign procurement often apply, COs may purchase products made in China in some situations. For example, FAR 25.4 may not apply to acquisitions not awarded under full and open competition.</p> <p>However, COs are prohibited from purchasing products made in China under certain circumstances:</p> <ul style="list-style-type: none"> - COs may not purchase a product if China is the country of origin when the policies and procedures in FAR 25.4 apply, as China is not considered a designated country under the trade agreements. - COs are prohibited from purchasing "covered telecommunications equipment and services" as substantial or essential components of any system or as critical technology of any system (see FAR 4.21). Covered telecommunications equipment or services, defined at FAR 4.2101, includes telecommunications and/or video surveillance equipment produced or provided by five specified Chinese companies. <p>Note that when the trade agreements do not apply to an acquisition, the Buy American Act may apply (see FAR 25.1). However, Buy American only applies to the acquisitions over the micropurchase threshold when supplies will be used in the U.S. Further, while the Buy American Act establishes a preference for the purchase of domestically produced products over foreign ones, it does not prohibit the purchase of foreign products.</p> | 4/15/20 |
| 40 | New Contracts | What should COs do if a Schedule contractor has products available that would meet the Government's need, but the products do not comply with the Trade Agreements Act (TAA)? | <p>Due to the COVID-19 pandemic, demand for certain critical and essential supply items has increased to the point that many FSS contractors are unable to meet Federal requirements with TAA compliant products. To address the increased demand, the GSA Senior Procurement Executive (SPE) has issued an exception determination citing non-availability and unusual and compelling urgency as the basis for temporarily allowing the procurement of TAA non-compliant products under FSS contracts. In order to preserve American lives and the American way of life, a determination of nonavailability and unusual and compelling urgency was made. See SPE-2020-09 for further details.</p> <p>PAP 2020-06 provides implementing guidance to FAS contracting officers (COs) on the award of TAA non-compliant products under FSS contracts to support the Government's response to the Novel Coronavirus Disease (COVID-19) pandemic.</p> | 4/15/20 |

| Number | Topic | Question | Response | Date Added |
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| 41 | New Contracts | What should COs do if a Schedule contractor has products available, but the products are Essentially-the-Same (ETS) as products on the AbilityOne Procurement list? | Since there are no exceptions to the mandatory purchase of items on the AbilityOne Procurement List (FAR 8.704(b)), the CO should contact other Schedule contractors that are Authorized AbilityOne Program distributors to determine if compliant products are available. If the CO determines that the supplies on the Procurement List are not available on Schedule contracts within the period required, the CO should purchase from Authorized AbilityOne Program distributors available through other sources (see https://www.abilityone.gov/procurement_list/product_buy.html). | 4/15/20 |
| 42 | Existing Contracts | What work is considered "essential critical infrastructure" activities (and, therefore, generally exempt from State or Local shelter-in-place/stay-at-home orders)? | In a DHS Memorandum dated March 19, 2020, DHS defines the criteria for being considered "essential critical infrastructure" workers, i.e., performing work that is essential to continued critical infrastructure viability. Due to subsequent revisions to the DHS Memorandum, SPE Memo SPE-2020 Supplement 1 directs HCA's to check the CISA website for the most current version of the list of essential critical infrastructure activities when implementing the guidance in SPE Memo 2020-08. See SPE Memo SPE-2020-08 which includes a sample template letter authorizing Contractors to identify that they are working under a contract with the GSA and that they need to travel to the location at which the critical work is performed. | 4/15/20 |
| 43 | Existing Contracts | How does a CO find out whether a contractor is subject to a shelter-in-place order? | There is no central repository of all the active shelter-in-place/stay-at-home or similar orders issued by State and Local Governments. COs can check online for the latest news from the website of State and Local Governments or the media regarding where there are shelter-in-place/stay-at-home or similar orders in place. Additional guidance has been established under SPE Memo SPE-2020-08. | 4/15/20 |
| 44 | New Contracts | Will any changes be made for PIV Card issuance to new contractors for COVID-19? | GSA will continue to collect and process fingerprints for vetting and issuance of PIV Cards (i.e., GSA Access Cards) as much as feasible. The collection and submission of fingerprints may be delayed from normal timeframes. If building access is needed and a PIV Card cannot be issued, the contractor must follow access procedures established by the Facility Security Committee (FSC), which may require an escort in the absence of a PIV Card. Contractors should consult with their Contracting Officer Representative (COR) to obtain guidance specifically tailored to their situation. | 4/15/20 |
| 45 | Existing Contracts | What is the communication plan for new policy and operational changes at GSA for COVID-19 response? | The pages at https://www.acquisition.gov/coronavirus and https://www.gsa.gov/covid19 serve as great resources for industry to keep abreast of the latest policy changes and information related to the Federal and GSA-specific response to COVID-19. These websites are being updated daily to ensure they are displaying the most current information. | 4/15/20 |
| 46 | Existing Contracts | If Government is working remotely, can contract payments still be issued in a timely manner? | Yes, payment processing is not impacted. Disbursements are currently accelerated to 15 day payment terms vs. the typical contractual terms of 30 days under the Prompt Payment Act. | 4/15/20 |
| 47 | Existing Contracts | What changes to contract payments should companies expect? | The System for Award Management (SAM) is extending registration expirations so that payments will not be held up for this reason. Current registrants in SAM with active registrations expiring before May 16, 2020 will be afforded a one-time extension of 60 days. At this time, companies should not expect any other changes in payment processing and disbursement. | 4/15/20 |