



## Client Enrichment Series – Q & A



**Topic: Conversational Contracting**

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**Conversational Contracting Session Resources:**

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**Q1. For Reimbursable Work Authorizations (RWAs) submitted via [eRETA](#) - when operating under a Continuing Resolution (CR), should an RWA be created to show the full amount anticipated for the fiscal year or only show the amount for the CR period? If the CR amount, wouldn't a modification be required and then updated within eRETA?**

**A.** The request should go in for the full amount. However, the funding needs to be available. We can always modify an RWA as long as the original funding source is still available and not expired.

**Q2. What if we have a known small business that is offering better pricing than what GSA is charging? Will GSA consider that?**

**A.** Yes, it does, however, it depends on how we're doing it. For example, if it were just a small business that doesn't have a different socioeconomic category, GSA would be required to compete the project. Therefore, we have a requirement to go to the different socioeconomic categories as well. If it is an 8A company, for example, we can do a sole source contract. We will talk to that vendor and if they're definitely charging less, we can move forward. Overall, it really does depend on if there is a contract vehicle or a set aside that can be used to get to that business.

**Q3. Is there a standardized format to receive proposals such as furniture requirement proposals?**



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**A.** No. It really does depend on the contracting officer you're working with even within specific regions. It really just depends on your requirement. We should have line items, especially for doing a furniture requirement. Furniture is a commercial item that we would normally go off the GSA schedule to purchase. You would have this many chairs, this many desks, this many monitors. There should be at least those uniform line items that a vendor should be filling out. So we give the vendors the pricing sheet to complete. By taking this approach, we are able to compare apples to apples between the different proposals.

### **Q4. Does a Contracting Officer's Representative (COR) also need a warrant?**

**A.** A COR is not required to have a warrant. However, Leasing Contracting Officers (LCOs) are required to be warranted.

### **Q5. Can you give an example for sole source criteria?**

**A.** One supplier/provider is the only source who could provide a good or service.

### **Q6. Does [SAM.GOV](https://sam.gov) refer to 1170 Lease Contracting Officers as "contracting officers"? There is no role in SAM.gov specifically designated for LCOs or "Realty specialists"?**

**A.** Yes, on SAM.GOV, a "1170 Lease contracting officer" is typically referred to simply as a "contracting officer" as the system generally uses the broader term to encompass all individuals with the authority to enter into contracts, including those specializing in leasing activities under the 1170 job series.

### **Q7. Can you explain, as a COR, how you would manage payment/invoice requests on a fixed price contract vs. a Time and Materials (T&M) contract?**

**A.** On a fixed price contract, it's about the work that's being earned. On a fixed price contract, the government is going to get a deliverable at the end of the project. The government is only going to pay a contractor for the work that is in place. For example, a COR looking at the progress on a construction project and notes it is about 75% complete, so will pay the vendor 75%. Whereas on a T&M contract, it is a fully reimbursable contract. It's exactly what it says. So it is based upon both the time and materials that the contractors put in place. The contractor will need to show the COR proof on the time they spent on something and the materials that they've purchased for the project. Those contracts are much more risky because they are fully reimbursable, whereas that fixed price contract shifts the risk of completing that project within a certain budget. Also, the government is not responsible for cost overruns. For these reasons, a T&M contract is not recommended.



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### **Q8. Do Minority-Owned, Women-Owned, and / or Disabled Veteran-Owned businesses receive priority to submit bids?**

**A.** They would have to also be small businesses to receive priority. If you're a Minority Owned Large Business, no, that would be just an unrestricted basis. However, if it's a small business, we have Small Disadvantaged Business as a category. This would qualify as a priority, if it was on an unrestricted basis. For this, we will give additional points to such a Small Business Concern, so that they can have an advantage in the evaluation process. Additionally, there is consideration given to 8As. We are permitted to do a sole source directly to 8As under \$4 million.

### **Q9. How can we minimize delays from a contractor even when our SOW clearly defines our requirement?**

**A.** Holding a contractor responsible is essential to ensuring that the government receives the goods or services as specified in the contract. Several tools and strategies are employed throughout a contracting process to hold the contractor accountable. We start by clearly defining the scope of work, deliverables, performance standards, timelines, and quality expectations, which helps avoid ambiguities that could lead to delays and disputes.

- Fairly communicating expectations and concerns with the contractor throughout the contract period will assist with avoidance of delays. Address any issues promptly and collectively to mitigate potential risk and resolve disputes.
- Engage the contracting officer representative and contracting officer on the onset. Write a contract performance and provide feedback. If they can try this performance does not improve despite efforts to address concerns.
- Escalate the issue within the agencies.
- Involve senior management or legal counsel as needed to explore additional remedies and enforcement actions.
- Maintain detailed documentation of all communications. Performance evaluations and actions taken regarding the contractor's performance should be maintained. This documentation will be crucial, if a further dispute resolution or legal action becomes necessary.
- Review the contract terms that you have available and remedies for contractor performance, deficiencies, and engage the contracting officer. This may include withholding payments, imposed liquidated damages or terminating the contract for default if necessary. We utilize systems like the contractor performance assessments reporting system to assess the contracts performance against predetermined criteria added to the contract. So the Contractor Performance Assessment Reporting System, or CPARS is, in essence, the contractor's report card. It is very important that at the end of the contractor's performance that CPARS is used to report that performance. Customer feedback from the [PBS Project Pulse Survey](#) is reviewed by GSA COs, and informs CPARS reporting.
- Document any deviations from the agreed upon standards including quality, timeliness, and compliance.



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These are just some things that the program office can do to hold a contractor responsible and minimize delays.

### **Q10. How would you handle final payments/close outs for a contract that ends on 9/30?**

- A.** The September 30th date isn't an issue for contracts that have already been awarded. If a contract ends at 9/30, payments are usually done in the arrears. Therefore, if your period of performance ends 9/30, we're doing an inspection maybe the 1st week of October, and then we do the inspection report and then we would process the payment. As long as the money is obligated, we're not at risk of losing it on the September 30th date. I recently had my own situation with an RWA that was supposed to be in place on October 1st. However, it wasn't in place. The key is that it already has to be under a contract. If funding expires on 9/30 and we don't yet have it on a contract, that's a different story. However, if it is an executed contract that expires on the 30th of September, the 9/30 cutoff date doesn't really affect it.