



April 02, 2020

SPE Memo SPE-2020-08
Supplement 1

MEMORANDUM FOR ALL GSA CONTRACTING ACTIVITIES AND HEADS OF CONTRACTING ACTIVITY

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SUBJECT: Supplement to the Guidance Regarding Acquisitions and Contracts for GSA Essential Critical Infrastructure Activities and Novel Coronavirus Disease 2019 (COVID-19)

The purpose of this supplement is to inform the Heads of Contracting Activity (HCAs) and GSA contracting officers that the Cybersecurity and Infrastructure Security Agency (CISA) within the Department of Homeland Security (DHS) has published an [updated version](#) of their Memorandum on “Identification of Essential Critical Infrastructure Workers During COVID-19 Response,” dated March 28, 2020.

This updated Memorandum is “Version 2.0” of the March 19, 2020 DHS Memorandum referenced in SPE Memo 2020-08. Version 2.0 contains a revised list of essential critical infrastructure activities. For example, the revised list contains activities in industries not listed in the original version of the list: “Commercial Facilities,” “Residential/Shelter Facilities and Services,” and “Hygiene Products and Services.”

It is anticipated that CISA will periodically update this list as they continue to work with their partners in the critical infrastructure community.

As such, HCAs and contracting officers are required 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.

2. Criteria for Identifying Critical Infrastructure.

The [Cybersecurity and Infrastructure Security Agency Act of 2018](#), Public Law No. 115-278, provides the Secretary of Homeland Security with authority to coordinate an effort of federal agencies to secure and protect America's critical infrastructure industry. In the President's [Coronavirus Guidelines for America](#), issued on March 16, 2020, he states that:

"If you work in a critical infrastructure industry, as defined by the Department of Homeland Security, such as healthcare services and pharmaceutical and food supply, you have a special responsibility to maintain your normal work schedule."

In a [Department of Homeland Security \(DHS\) Memorandum](#), dated March 19, 2020, attached below, DHS defines the criteria for being considered "Essential Critical Infrastructure Workers," i.e., performing work that is essential to continued critical infrastructure viability. DHS lists examples of workers who are considered to be performing such activities. Those contractors are expected to maintain staffing and work schedules necessary to meet contract requirements.

DHS considers "medical and healthcare, telecommunications, information technology systems, defense, food and agriculture, transportation and logistics, energy, water and wastewater, law enforcement, and public works" industries as part of the nation's essential critical infrastructure, as well as a wide variety of buildings that are owned or leased by the Federal government. For example, some Federally-owned or Federally-leased buildings can be classified as critical infrastructure if the business conducted in those buildings is supporting any of the categories in DHS's memo. Also, contractors performing on all rated orders placed under the Defense Priorities and Allocations System (DPAS) are considered to be performing essential critical infrastructure activities.²

Consequently, depending upon their particular facts and circumstances, activities performed on GSA contracts may be essential and necessary for continuity as part of our nation's essential critical infrastructure. Whether or not a contract is part of the essential critical infrastructure can be best determined at the local level. As such, GSA HCAs are best suited to make that determination. The authority to make this determination is not delegable. HCAs should look at the purpose of a contract to determine if the work under that contract is an essential critical infrastructure activity.

² The DPAS establishes procedures for the placement, acceptance, and performance of priority-rated contracts and orders, and is used to support the acquisition of industrial resources needed to support certain requirements. "Rated orders" provide for preferential acceptance and performance of a Government requirement by the private sector, such as expedited delivery or priority fulfillment, to allocate materials and services in such a manner as to support emergency preparedness and emergency response activities. See GSA Acquisition Letter MV-20-05, issued March 19, 2020 and any subsequent supplement.

3. What HCAs Are Authorized to Do to Facilitate Essential Critical Infrastructure Activities.

Regardless of any state, county, or city shelter-in-place/stay-at-home or similar order, GSA HCAs are authorized to issue a letter to contractors which attests (identifies and confirms) which activities have been determined by the [HCA](#) to be in support of GSA essential critical infrastructure activities. Our industry partners may find these attestations helpful when their employees have to engage with local officials to show they are exempt from shelter-in-place/stay-at-home or similar orders in order to carry out essential critical infrastructure activities under their GSA contracts and task orders.

HCAs are responsible for issuing the letters and contracting officers would send the letters to the appropriate contractors. Contracting officers are to copy the Emergency Operations Center (EOC) at eoc@gsa.gov when sending a letter to a contractor. For reference, attached to this Memorandum is a sample letter that could be sent to a contractor performing essential critical infrastructure activities.

HCAs should ensure any determination that a contract involves an essential critical infrastructure activity is properly documented. HCAs will maintain a record of all determinations made pursuant to this Memorandum.

4. Guidance for Offices Conducting/Administering Assisted Acquisitions for Department of Defense.

For GSA contracting officers conducting and administering assisted acquisitions for the Department of Defense (DoD), letters of attestation are authorized only if the DoD program office being serviced advises the contracting officer in writing that the work is in support of essential critical infrastructure, even for rated orders.³

5. Guidance for Offices Conducting/Administering Assisted Acquisitions for Civilian Agencies.

For GSA contracting officers conducting and administering assisted acquisitions for civilian agencies, letters of attestation are authorized only if the agency program office being serviced advises the contracting officer in writing that the work is in support of essential critical infrastructure.

³ DoD issued a Memorandum on March 20, 2020, identifying the “defense industrial bases” as a critical infrastructure sector.

https://www.acq.osd.mil/dpap/policy/policyvault/Defense_Industrial_Base_Contract_Considerations_DPC.pdf

6. Point of Contact.

Any questions regarding this memo may be directed to GSARPolicy@gsa.gov. Frequently Asked Questions (FAQs) related to this memo can be found [here](#).

Attachment

Sample Letter to Contractor Supporting Critical Infrastructure

[USE GSA LETTERHEAD]

DATE HERE

SUBJECT: COVID-19 EMERGENCY DECLARATIONS

The U.S. General Services Administration is a Federal agency responsible for protecting critical infrastructure for the American people and is a vital Federal partner in the response to and recovery from the COVID-19 national emergency.

The bearer of this letter is an employee of a contractor working to support an essential critical infrastructure project for the U.S. Government. This individual needs to travel to and from his/her place of work in order to provide support to America's critical infrastructure.

As stated in Attorney General Barr's memorandum of March 20, 2020, State and local governments have been advised that federal employees, including General Services Administration employees, must be able to travel in order to provide necessary official services to the public. According to the Department of Justice, the same is true of federal contractors who are directly supporting ongoing agency programs and missions.

As **INSERT [HCA] TITLE HERE**, I have the authority to determine which contractor employees and vendors are providing essential critical services and supplies for furtherance of the General Services Administration's mission. I authorize the bearer of this letter to identify that they are working under a contract with the General Services Administration and explain that they need to travel to the location at which this critical work is performed.

If any state, county, or local authority wishes to confirm the identity of the bearer of this letter and that their representation is accurate, the bearer of this letter may provide the name and contact information for the appropriate General Services Administration contracting officer or for the Emergency Operations Center at 202-219-0338.

Signature Block and Date

| Number | Topic | Question | Response | Date Added |
|--------|--------------------|--|---|------------|
| 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 |

| Number | Topic | Question | Response | Date Added |
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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 |

| Number | Topic | Question | Response | Date Added |
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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 |

| Number | Topic | Question | Response | Date Added |
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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 |
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| 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 |