

Topic	Question	Response
General	Have procurement thresholds been raised?	No. The Micro-Purchase Threshold (MPT) and Simplified Acquisition Threshold (SAT) may not increase unless (see FAR 18.202): 1. An emergency or major disaster is declared per the Stafford Act, and 2. GSA's SPE issues a memorandum implementing the authority.
Existing Contracts	What actions are required for existing contracts?	Contracting officers should assess active contracts for potential impacts from disruption resulting from COVID-19. Contracting officers should take an inventory, noting: 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 . 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. Communicate with key customers to keep them informed of any issues you have identified and any measures you are taking to mitigate them.
Existing Contracts	For existing contracts, what contract administration flexibilities exist? (For lease contracts, see leasing specific questions and answers)	Contracts have clauses that can help manage COVID-19 issues as they arise. 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". 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. 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). Additionally, the Government may suspend or stop performance through appropriate clauses: FAR Clause 52.242-14 or FAR Clause 52.242-15. 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). Each of these clauses provides certain rights and obligations to the contracting parties.
Existing Contracts	What if the place of performance for a contract is a Government facility that is closed due to a public health emergency?	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.
Existing Contracts	What if there are no Government personnel available at the place of performance or designated delivery point to accept a contract deliverable?	If possible, COs should change the delivery date, location, and/or method to allow for inspection and acceptance of the deliverable. 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. 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>).
Existing Contracts	Can existing contracts be changed to require contractor personnel to work from home?	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).
Existing Contracts	Do PBS building service contractors have to provide continuity of operations for COVID-19?	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. The contractor's proposal should include an emergency operations plan within the building operating plan that outlines their responsibilities.
Existing Contracts	What if a contract requires travel for performance of the contract requirements?	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). If travel in support of a contract has already been booked and cannot be recovered, COs may still compensate the contractor for the expense.
Existing Contracts	What if contractors are unable to deliver a product because components or parts are not available?	Check to see if the required supplies are available under GSA's Disaster Relief and Emergency Preparedness Schedules on GSA Advantage. 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). 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)). Additionally, note the acquisition flexibilities permitted for emergencies, such as: - 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) 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.

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>
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>
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>
Existing Contracts	Can a contract period of performance be extended due to COVID-19 impacts to a contract?	<p>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.</p>
Existing Contracts	If the Government suspends or stops work, can a contractor still get paid?	<p>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>).</p> <p>In the event items are not provided or required by the Government because of COVID-19, payment reductions may be computed.</p> <p>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.</p>
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)	<p>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.</p> <p>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.</p> <p>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.</p>
New Contracts	For new contract actions, what acquisition flexibilities exist? (For lease contracts, see leasing specific questions and answers)	<p>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:</p> <ul style="list-style-type: none"> - 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)