

## Brad deMers Comments

1. If GSA is going to revise FAS specific clauses/provisions and incorporate them to the GSAR, why is GSA only considering some and not all of them? For example, what about [C-FSS-370 Contractor Tasks/Special Requirements](#)?
2. I highly suggest GSA take this opportunity to fully engage in the act of Strategic Non-value Added Task Avoidance (SNATA) with regard to Meaningless Administrative Modifications (MAMs) under the FSS program. The act of forcing a formal modification to the Contract for simple Contractor Points of Contact (POC) changes adds zero value. In fact, it adds negative value. There are currently two clauses in FSS contracts that show POCs which are often used for MAMs. K-FSS-1 Authorized Negotiators and G-FSS-900-C Contract for Contract administration. The GSAR case shows 20,500 responses each in the annual reporting burden section. That is 41,000 modifications. What the burden does not show is all the processing time on the government side for these modifications. Each time a Contract Specialist has to touch a MAM it costs money. It not only costs money, but is an opportunity cost for them to be engaging in meaningful, value-added activity, which MAMs certainly are not. The public burden time of approximately ONE minute for each MOD is also too conservative. What about all the time spent in correcting a rejected MAM because some i was not dotted or t crossed and must be re-submitted? I speculate that a MAM takes much longer than a ONE minute of time. On the government side alone, I speculate each MAM takes (a conservative estimate) on average 0.5 hours (assigning the modification, reviewing, validating, rejecting, reviewing again, validating again, approving in a system, etc.). This equals 20,500 hours a year. Multiply this by a conservative burdened rate of \$60.00 per hour for a contract specialist equals an astounding \$1.2 MILLION dollars per year. Even if the burden was estimated at only 5,000 MAMs per year that still equals \$300K of non-value added activity.
3. The answer is simple. Just say "NO MAM." Make it a term and condition of the contract to keep the POCs current by allowing the contractor to simply update said POC information at a designated URL. This URL would have a simple interface to revise the POC information and it would feed GSA contract systems. DONE. No formal MAM to the contract needed as it would BE a term and condition of the contract to update the information at will. I speculate that GSA's 18F could crank out such a tool for much less than is currently WASTED on MAMs each and every year that goes by. I guarantee you that contractors would LOVE to engage in SNATA by eliminating POC change MAMs from their lives once and forever.
4. NOTE 1: If GSA decides to continue the practice of POC change MAMs then it must revise the proposed GSAR 552.238-91 Authorized Negotiators from a PROVISION to a CLAUSE. GSA currently treats K-FSS-1 as a CLAUSE in its contract systems as it is used as one of the predominant POC change MAMs currently being processed. A Provision is for a SOLICITATION. It is not part of the CONTRACT. I speculate GSA

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Contract systems will continue to treat the new GSAR provision as a clause regardless of how the GSAR classifies it, so GSA might as well make it a clause.

5. I suggest the following (or similar) changes to 552.238-91 and 552.238-111 to end the practice of POC MAMs and save taxpayer money. Changes are shown as track changes in red.
6. NOTE 2: For 552.238-91 if leaving the provision as is, I suggest GSA ensures it does not become part of the contract (K-FSS-1 should have never been part of the contract). However, as previously stated, I speculate the provision will simply replace K-FSS-1 in GSA's contract systems and continue to make it part of the contract thereby continuing to engage in "Authorized Negotiator" POC change MAMs. Hence the suggested changes reflect the speculation that GSA systems will continue to treat this solicitation provision as a contract clause.

552.238-91

Authorized Negotiators.

As prescribed in 538.273(b)(4), insert the following ~~provision~~clause:

Authorized Negotiators (Date)

The offeror shall provide the names of all persons authorized to negotiate with the Government in connection with this request for proposals ~~or~~ quotations or contract changes. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.) It is a term and condition of this contract to ensure any changes to the authorized negotiators are updated via (GSA to insert URL). Any updates will be automatically reflected in the contract. No modification to the contract is needed to update this information which is the sole responsibility of the contractor.

(End of ~~provision~~clause)

552.238-111 Contact for Contract Administration.

As prescribed in 538.273(d)(26), insert the following clause: Contact for Contract Administration (Date)

(a) Offerors shall complete paragraphs (c) and (d) of this clause if providing both domestic and overseas delivery. Complete paragraph (c) of this clause if providing domestic delivery only. Complete paragraph (d) of this clause if providing overseas delivery only.

(b) The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the

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responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designated representative to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. ~~Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change. It is a term and condition of this contract to ensure any changes to the designated representative are updated via (GSA to insert URL). Any updates will be automatically reflected in the contract. No modification to the contract is needed to update this information which is the sole responsibility of the contractor.~~

(c) Domestic:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(d) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaints from customer agencies. The designated representative shall be available during the local business hours in the country of delivery, even though the designated representative does not have to be located in the country of delivery. (Also, see the requirement in 552.238-113, Parts and Service.) A designated representative must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

LOCATION(S)  
COVERED \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(End of clause)