SESSION GUIDE
SEASON 2023, EPISODE 12
JUNE 14, 2023
FAR PARTS 17 AND 18:
SPECIAL CONTRACTING METHODS &
EMERGENCY ACQUISITIONS

I. Introduction

It might be simpler if all acquisitions were the same. However, we do not live in a simple Government contracting world. Long term contracts may be required. Natural disasters happen. Circumstances change. Sometimes simply utilizing standard **FAR Parts 12, 14, or 15** acquisition methods will not fully meet unique customer requirements**.** For example, when long-term contracts are required, we supplement the way we purchase with guidance form **FAR Part 17**. When dealing with emergencies and contingency contracting, we turn to **FAR Part 18**.

II. Special Contracting Methods (Part 17)

There are five different special contracting methods discussed in **Part 17**: Multi-Year Contracting (**17.1**), Options (**FAR 17.2**), Leader Company Contracting (**FAR 17.4**), Interagency Acquisitions (**FAR 17.5**), and Management and Operating Contracting (**FAR 17.6**).

A. Multi-Year Contracting (17.1)

Subpart 17.103 defines Multi-Year Contracting as "a contract for the purchase of supplies or services for more than 1, but not more than 5, program years." Multi-Year contracts are meant to streamline the acquisition and lock in funding and pricing for specific period of time. They also lower a contractor's risk of up-front investment in material costs. To that end, multi-year contract objectives include standardization, stabilization of contractor work forces, continuity (e.g., avoiding startup, preproduction, make-ready, and phase-out costs), and improvement of contractor productivity via investment in capital facilities and similar endeavors. **FAR 17.105-2**. Multi-Year Contracting may be used for either supplies or services. Note that Multi-Year Contracting works in conjunction with **FAR Parts 14 and 15**. It is not a replacement, but rather a supplement.

Question 1 – The FAR Council recommends the use of Fixed-Price with Economic Price Adjustment contract for multi-year acquisitions. Based upon what you learned during our discussion of **FAR Part 16**, explain why this type of contract is recommended **AND** where in **FAR Part 17** you can find this guidance.

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All Multi-Year contracts must be funded at the time of award to cover two things: 1) the contractor's first year of performance and 2) "cancellation fees." Cancellation fees are an amount of money that the Government and the contractor have agreed would adequately compensate the contractors for certain start-up costs that must be incurred early in a contract and depreciated over time. The total amount is referred to as a "cancellation ceiling." Upon the completion of every program year in the Multi-Year Contract, the Government's cancellation fee decreases. The cancellation fee due for each program year is also negotiated and agreed to by the Government and contractor prior to contract award. The Government's proposed overall cancellation ceiling amount and a year-to-year cancellation fee table are often included in the solicitation.

Question 2 – What information should a contracting officer establish a reasonable cancellation ceiling? [Hint: check out **FAR 17.106-1(c)(2)**]

Question 3 –The FAR Council identifies eight (8) objectives that the Government can achieve by using multi-year contracting acquisition methods. Identify where in **FAR Part 17** can you find this guidance and identify which of these eight objectives benefits both the Government **AND** the contractor?

Exercise 1 – Who Ya Gonna Call?

Sometimes Congress must be notified before an agency can award a Multi-Year contract. This is because cancellation ceilings and fees can often get pretty high, and therefore have a direct impact on Congress' budgeting process for future years. With that in mind, and making reference to **FAR 17.108**, answer the two following questions.

- For civilian contracts (not DoD, NASA, or Coast Guard), what dollar amount must a cancellation ceiling reach to kick in the Congressional notification requirement?

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- How long must an agency wait to award such a contract after notifying Congress?

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B. Options (17.2)

A Multiple Year contract includes a base period and option periods that are exercised unilaterally by the Government following completion of the base period and each option period thereafter. **FAR 2.101** defines an option as "a unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract." The Government is not obligated to exercise any option period included in a Multiple Year contract. If the Government decides not to exercise an option, the contract expires. The consequence of letting a Multiple Year contract expire is significantly different from terminating a contract for convenience (or cancelling a Multi-Year contract) as the Government is not required to pay any termination or cancellation fees to the contractor. As a general rule, Multiple Year contracts are typically restricted to a maximum of 5-years; one base year, and 4 one-year options-.

So how does the CO actually exercise an option? It's pretty simple. All Multiple Year contracts must specify a time period (generally at least 60 days) for when the Government must inform the contractor that it intends to exercise a future option. If the CO does not provide such written notice within the stated time period, then the option closes and the CO can no longer exercise it unilaterally. But before the CO can exercise an option, she must jump through a few hoops so the Government does not end up with an option it doesn't need. All option exercises must be supported by a Determination and Findings that answers 7 questions.

Question 4 –What are the seven questions a CO must ask before exercising an option? [Hint: check out **FAR 17.207**]

1. ____
2. ____
3. ____
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4. ____
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5. ____
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6. ____
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7. ____
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Question 5 -- **FAR 52.217-9** provides the Government with the ability to extend the period of performance for a period of time beyond the contract's stated expiration date. What reason(s) do you think the Government may cite to support the inclusion of this this clause in a solicitation for a time and materials services contract? [Hint: Check out **FAR 17.202**]

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C. Leader Company Contracting (17.4)

Leader Company contracting seems like an oddly specific contracting method. But when we look at the reason for its existence, it becomes less odd, although still quite specific. Sometimes, there is only one producer of a certain product or system, but the Government's requirements for that product or system are such that one producer is simply not enough. When that happens, the Government can designate the sole producer as a leader company and task it with teaching other companies (follower companies) how to make the product or system in question. That way, the follower companies can also become suppliers of the product or system. The Government hopes to achieve any of a number of objectives using Leader Company contracting, including reducing delivery time, ensuring uniformity and reliability, and utilizing economies of scale in production. **FAR 17.401**.

As you can imagine, not every company may want to fulfill or be capable of fulfilling the objectives in **FAR 17.401**. If a company is not able to provide assistance to other companies in learning how to produce a certain item, then it is not suitable to be a Leader Company. In other words, the fact that a company is currently the only producer of an item does not mean that it is automatically suited to be a Leader Company. The limitations on use of Leader Company contracting are spelled out in **FAR 17.402**. Note that the Government has the right to approve who subcontracts with the Leader Company.

Question 6 – What are the four limitations on Leader Company contracting?

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2. ____
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3. ____
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4. ____
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D. Interagency Acquisitions (FAR 17.5)

Sometimes another agency (call it Agency B) is authorized to procure widgets for multiple agencies, and it's easier and cheaper for Agency A to ask Agency B to procure widgets for it than it is for Agency A to procure widgets on its own. In that case, Agency A might use an interagency acquisition. A common example of interagency acquisition is ordering from a Federal Supply Schedule. **FAR 17.501**. Federal Supply Schedules allow agencies such as the GSA or VA to create contracts—usually indefinite delivery contracts—with suppliers. Once in place, other agencies can place orders against those contracts. Interagency acquisitions are particularly useful when one agency's requirement on its own would be too small or unpredictable to warrant negotiating an entire contract or set of contracts. They are also useful for suppliers; the supplier receives one contract from one agency and only has to deal with orders placed against that contract, not with a bunch of small contracts from a bunch of different agencies. In short, interagency acquisitions streamline the acquisitions process, particularly for mass-produced supplies.

An agency cannot place orders through another agency whenever it feels like it. There are some limitations. For example, the requesting agency may be required to draft Determination & Findings (D&F) supporting use of an interagency acquisition, which can be direct or assisted. **FAR 17.503(d)(1)**. Some agencies must also make sure that the other agency's contract vehicle or procurement methods are consistent or can be made consistent with their own internal acquisition regulations.

FAR 17.5 talks about two types of interagency acquisition methods. A *direct interagency acquisition* involves Agency A placing an order against Agency B's indefinite-delivery contract vehicle. Agency A does not have to go through Agency B first to place the order. It simply orders directly from the supplier, so there does not need to be a written agreement between Agency A and Agency B. An *assisted interagency acquisition* involves Agency A outsourcing its procurement functions to Agency B. In this circumstance, Agency B agrees to negotiate, evaluate and award contracts with suppliers on Agency A's behalf for a fee. Granting this type of procurement authority must be reduced to writing between Agency A and Agency B.

Question 7 – What type of interagency acquisition requires a written interagency agreement?

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The Economy Act governs interagency acquisitions, both direct and assisted. **FAR 17.502-2**. It authorizes all interagency acquisitions. The FAR applies to most interagency acquisitions; however, the Economy Act indicates that if an interagency acquisition does not result in an order or contract, then the FAR does not apply. **FAR 17.502-2(a)**. It also allows *intra*-agency acquisitions to occur—that is, acquisitions between "silos" of one agency. **FAR 17.502-2(a).** The Economy Act does not apply if there is a statutory exemption; which is the case for most Governmentwide Acquisition Contracts for IT services (e.g., NIH CIOSP, NASA SEWP, etc.). The Economy Act requires that any order for supplies or services under its authority be supported by a Determination and Findings (D&F). The requirements of the D&F are outlined at **FAR 17.502-2(c)(2)**.

E. Management and Operating Contracts (17.6)

Management and Operating (M&O) contracts allow the Government to delegate the management or operation of certain functions to private contractors. Naturally, the Government cannot delegate inherently governmental functions, such as police work or awarding federal contracts. However, per **FAR 17.601**, it can contract for the "operation, maintenance, or support . . . of a Government-owned or -controlled research, development, special production, or testing establishment wholly or principally devoted to one or more major programs of the contracting Federal agency." The Department of Energy most frequently uses these contracting procedures, and is specifically mentioned in the FAR, but any agency with the statutory authority to enter into such a contract is permitted to do so. **FAR 17.600**.

Note that agency heads must specifically authorize COs to enter into management and operation contracts, and must do so in writing. **FAR 17.602**. Agency heads cannot delegate the "authority to authorize" to anyone else.

Question 8 – Under what circumstances are management and organization contracts specifically restricted?

III. Emergency Acquisitions (Part 18)

As we all know, sometimes disasters happen and when they do the Government needs to provide its help quickly. That ability to move quickly is provided by the rules and guidance found in **FAR Part 18**.

So what counts as an "emergency" or event that triggers the Government's ability to utilize the "acquisition flexibilities" found in **FAR Part 18**? According to **FAR Part 18**, "emergency acquisition flexibilities," may be used in four broad types of circumstances:

- in support of a contingency operation, which **FAR 2.101** (and **10 U.S.C. § 101(a)(13)**) generally defines as a military mobilization against an enemy of the U.S.;
- to facilitate defense against or recovery from cyber, nuclear, biological, chemical, or radiological attack against the U.S.;
- In support of a request from the Secretary of State or Administrator of the United States Agency for International Development to facilitate the provision of international disaster assistance; or
- when the President issues an emergency or major disaster declaration. See **FAR 18.001**. For example, much of the contracting support provided to our military operations in Iraq and Afghanistan fall within the definition of "contingency operations." Note, however, that we cannot simply lump all military acquisitions under "contingency operations." For non-emergency DoD acquisitions, we look to the DFARS.

What specific "flexibilities" are available for an emergency acquisition? There are many actions a CO "may" take in support of an emergency acquisition. COs are not required to take these actions, necessarily; that is why they are called "flexibilities" instead of "requirements." **FAR Part 18** exists to allow some latitude in emergency acquisitions and unencumber the acquisition process in such situations. The five significant categories of "mays" we will discuss here are 1) may limit competition, 2) may issue oral RFPs, 3) may use other than standard "form contracts," 4) may issue advance payments, and 5) may take Extraordinary Contractual Actions.

It is important to recognize that emergency acquisitions do not give COs and contractors carte blanche to act however they want! The ethics requirements in **FAR Part 3** still apply. (Contractors who disregard this because they believe that "all's fair in . . . war" have found themselves in serious trouble.) Additionally, some flexibilities may vary slightly from agency to agency. Be sure to check any agency-specific regulations!

A. May Limit Competition

In an emergency, a CO is permitted to take exception to the competition requirements set forth at **FAR Part 6** Specifically, **FAR Part 17** permits COs to award contracts on other than "full and open competition" basis for acquisitions involving the following:

- "Urgent and compelling" needs (**FAR 18.104**);
- HUBZone concerns (**FAR 18.115**),
- Service-disabled Veteran-owned Small Businesses (**FAR 18.116**);
- SBA 8(a) program (**FAR 18.114**); and
- Economically disadvantaged women-owned small businesses and women-owned small businesses (**FAR 18.117**).

It is important to note that contractors do not always need to be registered in SAM to be eligible for award of a contract in an emergency situation (**FAR 18.102**). Furthermore, when an emergency or major disaster declaration has been made, COs should usually give preference to local businesses (**FAR 18.203**). This has two advantages. Local businesses are likely to know the territory in which recovery services are needed, and the act of supporting (and funding) local businesses can be an important stimulant to the recovery itself.

B. May Issue Oral RFPs

COs are permitted to issue oral RFPs in an emergency situation (**FAR 18.111**), and do not always need to synopsize proposed contract actions (**FAR 18.103**). They may also allow the contracting process to continue even if a contractor protests to the GAO (**FAR 18.125**); normally, the contracting process or contract would come to a halt during the protest. Along those lines, COs will often include a "no-setoff" provision in an emergency contract (**FAR 18.123**). We will discuss these provisions more in-depth during our examination of **FAR Part 32**.

C. May Use Other Than Standard "form contracts"

COs can award letter contracts (**FAR 18.112**) and may use interagency acquisitions (**FAR 18.113**) in emergency situations. Letter contracts are of particular use when contract performance must begin immediately. However, COs are still encouraged to use the Federal Supply Schedules and similar contract vehicles (**FAR 18.105**), as well as priority contracts (DPAS) (**FAR 18.109**). COs can also decide to waive various other requirements that would normally be included in a contract, such as the Federal Prison Industries requirements (**FAR 18.106**), AbilityOne requirements (**FAR 18.107**), and qualifications requirements (**18.108**). Other requirements regarding foreign trade agreements (**FAR 18.119**) and NAFTA patent agreements (**FAR 18.120**) may not apply either, depending on the particular emergency situation.

D. May Issue Advance Payments

COs can issue advance payments in an emergency situation (**FAR 18.122**). This ability extends to both sealed bidding procurements and competitive procurements. The chief of the contracting office—not the CO—may elect to waive bid guarantee requirements, even if the procurement would normally require some kind of bond (**FAR 18.121**). Additionally, COs may waive Electronic Fund Transfer requirements (**FAR 18.124**) and may retroactively approve overtime (**FAR 18.118**). Contractors may also use certain facilities rent-free, as long as those facilities are part of a FEMA-approved program (**FAR 18.126**).

E. May Take "Extraordinary Contractual Actions"

As a final catch-all provision, COs can take "extraordinary contractual actions" (**FAR 18.127**). Specifically, these actions include amending a contract without consideration (**FAR 50.103-2(a)**), correcting or mitigating mistakes (**FAR 50.103-2(b)**), and formalizing informal commitments (**FAR 50.103-2(c)**).

F. Emergency Acquisition Dollar Thresholds

In keeping with the spirit of super-streamlining emergency acquisitions, **FAR 18.2** raises the various dollar thresholds that normally apply to acquisitions. The raised dollar thresholds are all the same across the three different emergency buckets we mentioned earlier. Further, some supplies and services may be treated as commercial products or commercial services if they are used in support of a defense or recovery effort, even though under normal circumstances they would not be commercial items (**FAR 18.202(c)**).

Question 9 – What are the raised dollar thresholds for each of the following categories? [Hint: check out **2.101**]

Micro-purchase threshold (inside the U.S.): ________________________________

Micro-purchase threshold (outside the U.S.): _______________________________

Simplified acquisition threshold (inside the U.S.): ____________________________

Simplified acquisition threshold (outside the U.S.): ___________________________

Discussion Questions

1. What types of contracts are not subject to the guidance set forth at **FAR 17.2**?

2. In a DoD multi-year supply contract, what type of contract costs require special approval before including them in a multi-year contract cancellation ceiling? [Hint: Check out **FAR 17.106-3**]

3. True or False? An option period exercised under a services contract is not permitted to extend beyond a contract's stated expiration date? Explain your answer. [Hint: Check out **FAR 17.204**].

4. What are the benefits received by the servicing agency **AND** the requesting agency when using an interagency acquisition? [Hint: Check out the resources related to Inter-Agency contracting in the appendix]

5. Of all the Emergency Acquisition Flexibilities listed in **FAR Part 18**, what do you believe are the most useful during an emergency and why?

6. True or False? During an emergency, COs are permitted to deem all required supplies and services to be commercial products or commercial services? [Hint: Check out **FAR 18.202**]

7. Under the Economy Act, agencies may enter into agreement to obtain supplies or services from other agencies. There are limits on what an agency may charge another agency in order to provide services. What are those limits? [Hint: Check out **FAR 17.502-2**]

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8. Identify two federal agencies that provide "assisted acquisition" services for other federal agency customers, per the guidelines set forth in **FAR Part 17**. This will require some research so include a citation of where you found this answer outside of the FAR.

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9. According to **FAR 17.502-1**, a federal agency must develop a business case analysis before establishing a multi-agency or governmentwide acquisition contract. What information must be included in this analysis? [Hint: Check out **FAR 17.502-1**]

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10. **FAR Question**: What must the President of the United States do to "seek and call upon" federal government acquisition officials to utilize the acquisition flexibilities of **FAR Part 18**?

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Answer Key

Answer 1 – The use of FFP EPA type contracts may be more appropriate in a multi-year type procurement because of a longer period of performance and likelihood that the contractor's recurring costs may be subject to upward or downward price movement due to unexpected market forces/contingencies occurring during that time. This guidance can be found at FAR 17.106-1(b).

Answer 2 – To establish a cancellation ceiling, the contracting officer must estimate reasonable preproduction or start up, labor learning and other nonrecurring costs to be incurred by an average prime contractor subcontractor, which would normally be amortized over, the items or services to be furnished under the multi-year requirements. Nonrecurring costs include such costs, where applicable, as plant or equipment relocation or rearrangement, special tooling and special test equipment, preproduction engineering, initial rework, initial spoilage, pilot runs, allocable portions of the costs of facilities to be acquired or established for the conduct of the work, costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force, and unrealized labor learning. They shall not include any costs of labor or materials, or other expenses (except as indicated above), which might be incurred for performance of subsequent program year requirements. The total estimate of the above costs must then be compared with the best estimate of the contract cost to arrive at a reasonable percentage or dollar figure.

Answer 3 – The objectives can be found at FAR 17.105-2. The objectives that most benefit the contractor can be found at subsections (e), (f), and (h).

Exercise 1 –

The cancellation ceiling threshold that required notification of Congress is $15M

Award of the multi-year contract that exceeds that amount must be delayed for at least 31 days from the date of notification to Congress.

Answer 4 –

1. Funds are available;
2. The requirement covered by the option fulfills an existing Government need;
3. The exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors (see paragraphs (d) and (e) of this section) considered;
4. The option was synopsized in accordance with part 5 unless exempted by 5.202(a)(11) or other appropriate exemptions in 5.202;
5. The contractor does not have an active exclusion record in the System for Award Management (see FAR 9.405-1);
6. The contractor's past performance evaluations on other contract actions have been considered; and
7. The contractor's performance on this contract has been acceptable, e.g., received satisfactory ratings.

Answer 5 – They could cite the Government's need in certain service contracts for continuity of operations. If the gov't is unable to get a new procurement in place, they could extended the POP. One often observes the Government use this provision as a means to establish a "bridge"/continuity of services" that may be needed if the procurement of the follow-on contract has for some reason been delayed.

Answer 6 –

1. The leader company has the necessary production know-how and is able to furnish required assistance to the follower(s);
2. No other source can meet the Government's requirements without the assistance of a leader company;
3. The assistance required of the leader company is limited to that which is essential to enable the follower(s) to produce the items; and
4. Its use is authorized in accordance with agency procedures.

Answer 7 – An "assisted acquisition" – as defined in FAR 17.5 – requires a written agreement that establishes the general terms and conditions governing the relationship between the parties, including roles and responsibilities for acquisition planning, contract execution, and administration and management of the contract(s) or order(s). The requesting agency shall provide to the servicing agency any unique terms, conditions, and applicable agency-specific statutes, regulations, directives, and other applicable requirements for incorporation into the order or contract.

Answer 8 – Management and operating contracts shall not be authorized for (1) Functions involving the direction, supervision, or control of Government personnel, except for supervision incidental to training; (2) Functions involving the exercise of police or regulatory powers in the name of the Government, other than guard or plant protection services; (3) Functions of determining basic Government policies; (4) Day-to-day staff or management functions of the agency or of any of its elements; or (5) Functions that can more properly be accomplished in accordance with subpart 45.3, Authorizing the Use and Rental of Government Property.

Answer 9 –

$20,000

$35,000

$800,000

$1,500,000

Discussion Questions Answer Key

1. Construction, architect/engineer (A&E), and research and development (R&D) contracts are not subject to **FAR 17.2**.

2. The inclusion of "recurring costs" in a cancellation ceiling requires approval of the agency head.

3. False - An option period exercised in accordance with **FAR 52.217-9** may extend beyond the expiration date of the contract.

4. Interagency contracting can provide a number of benefits to agencies, helping them to streamline the procurement process, take advantage of unique expertise in a particular type of procurement, and achieve savings by leveraging the government's collective buying power.

5. Example: May Issue Oral RFPs is most useful. The paperwork slows everything down. This gets things moving.

6. True - During an emergency, the Government is able to deem all necessary supplies and services as "commercial items" for only certain types of procurements.

7. In no event shall the servicing agency require, or the requesting agency pay, any fee or charge in excess of the actual cost (or estimated cost if the actual cost is not known) of entering into and administering the contract or other agreement under which the order is filled. See **FAR 17.502(d)(4)**.

8. GSA or VA

9. (1) Consider strategies for the effective participation of small businesses during acquisition planning (see 7.103(u));
   (2) Detail the administration of such contract, including an analysis of all direct and indirect costs to the Government of awarding and administering such contract;
   (3) Describe the impact such contract will have on the ability of the Government to leverage its purchasing power, e.g., will it have a negative effect because it dilutes other existing contracts;
   (4) Include an analysis concluding that there is a need for establishing the multi-agency contract; and
   (5) Document roles and responsibilities in the administration of the contract.

10. The President must issue an emergency declaration or a major disaster declaration.

APPENDIX

All of the following materials are linked and can be found via the Links Document or online.

Air Force PPT - Appropriate Use of Options

Presentation from the Air Force Materiel Command concerning options in contracting. The presentation reviews what an option is, when to use options, relevant regulations covering options, specific contract clauses for options, how to exercise options, and caution areas.

GSA Guidance for Government Charge Card Usage in Emergency Situations

The General Services Administration presentation by the Federal Acquisition Service concerning Guidance for Government Charge Card Usage in Emergency Situations. The presentation goes over management responsibilities for card use in emergencies, cardholder responsibilities for card use in emergencies, and pertinent rules and regulations.

HHS Template for Determination of Multi-Year Contract

Department of Health and Human Services template for how to determine whether or not to enter into a multi-year contract. The template includes reasoning explanations and FAR and HHS regulations to reference for qualified reasoning.

NOAA Template - Economy Act Agreements

A description and explanation of the requirements under the Economy Act Agreements which permit for purchasing goods or services from other Federal Government agencies or other major organizational units within the same agency. This is followed by a template for a model economy act agreement for Federal agencies.

OFPP Emergency Acquisitions Guide

Office of Federal Procurement Policy memorandum for the Chief Acquisition Officers and Senior Procurement Executives regarding Emergency Acquisitions Guide issued January 2011. The guide is intended to assist the federal contracting community with planning and carrying out procuring activities during contingency operations, defense or recovery from certain attacks, major disasters declarations, or other emergencies.

OFPP Interagency Acquisition Manual

OFPP memorandum concerning Improving the Management and Use of Interagency Acquisitions with a manual issued June 2008. The guidance is intended to help agencies achieve the greatest value possible from interagency acquisitions.

Treasury Financial Manual Chapter 4700

Treasury Financial Manual is Dept. of the Treasury's publication for policies, procedures, and instructions for financial management in the federal Government. Section 4708 describes the rules for Intra-governmental transactions, which includes interagency acquisitions.

FUN WITH THE FAR
Episode 12
FAR Parts 17 & 18
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