



August 4, 2017

Angela Hampton
Contracting Officer
Department of the Air Force

Subject: Air Force Seating II Program RFI (FA8056-17-Q-0001)

Dear Ms. Hampton,

The Coalition for Government Procurement appreciates the opportunity to submit the following comments in response to the Air Force's Request for Information (RFI) on the Air Force Seating II Program, which was published on eBuy on July 7.

The Coalition for Government Procurement (The Coalition) is a non-profit association of firms selling commercial services and products to the Federal Government. Our members collectively account for tens of billions of dollars of the sales generated through the GSA Multiple Award Schedules (MAS) program, VA Federal Supply Schedule (FSS), the Government-wide Acquisition Contracts (GWAC), and agency-specific multiple award contracts (MAC). Coalition members include small, medium, and large business concerns that account for more than 55% of the sales on Schedule 71. The Coalition is proud to have worked with Government officials for more than 35 years towards the mutual goal of common sense acquisition.

The RFI for the Blanket Purchase Agreement (BPA) was categorized under SIN 71-1 (Packaged Office), SIN 711-17 (Multiple Seating) and SIN 711-18 (Multi-purpose Seating). The RFI proposes that a vendor would provide 17 unique chairs under the BPA.

The Coalition recommends that SIN 71-1 be removed because the BPA, as described in the RFI, does not meet the criteria for GSA's Packaged Office SIN. The pricing and structure of SIN 71-1 is designed to offer complete solutions, to order individual components undermines the scope and purpose of the SIN.

The Solicitation for Schedule 71, which provides the underlying terms and conditions for the contract, states that for the packaged office SIN, "Offerors shall offer a full and broad array of proposed products/services to be able to *furnish an entire office, conference room, common area, etc.* [emphasis added]" Further GSA's Frequently Asked Questions for Packaged Office explains, "Packaged furniture orders should never be used to provide supplementary items to a space with existing furniture; orders should only be placed under this program when there is a need to outfit an entire area with furniture, furniture-related items, and ancillary supplies/services." Finally, the technical requirements for in the Schedule 71 solicitation note that the packaged office provider must provide a "full and broad array of products/services." Unless the BPA seeks a broad array of products beyond seating, SIN 71-1 is not applicable to this procurement.

Coalition members have expressed concerns about the conflict in this regard between the Schedule 71 contract terms and conditions and the proposed BPA for office seating. The FAR clearly addresses such conflicts at FAR 52.216.18 Ordering (Deviation II - Feb 2007):

“all delivery or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery or task order and this contract, the contract shall control.”

In this case, the Schedule 71 contract controls.

Additionally, FAR 8.406-6 directs ordering activities to refer disputes related to the contract terms and conditions of a Schedule contract to the Schedule contracting officer.

As such, we recommend that the Air Force remove SIN 71-1 from the upcoming Air Force Seating II Program RFQ. This would be a non-complex change to the solicitation consistent with the terms and conditions of Schedule 71 that would not significantly impact competition under the seating BPA.

Thank you for considering the Coalition’s comments concerning the RFI for Air Force Seating II Program. If there are any questions, please contact me at (202) 331-0975 or rwaldron@thecgp.org.

Regards,

A handwritten signature in black ink, appearing to read 'Roger Waldron', with a long horizontal flourish extending to the right.

Roger Waldron
President