



Topic	Problem	Solution	Responsible Party	Impact
<p>1. Multiple Award Schedule (MAS) contract price negotiation: Federal Acquisition Service Policy and Procedure (PAP) 2021-05: Evaluation of FSS Pricing, (the PAP)</p>	<p>The PAP’s guidance is inconsistent with policy and regulation, overly complex, and burdensome for contracting officers (COs) and industry partners. The PAP provides guidance to COs that is inconsistent with the terms of the MAS solicitation. The PAP increases the complexity, costs, and timing of price negotiations. Finally, it puts COs in an untenable position by directing pricing goals that are fundamentally at odds with the contract terms.</p>	<p>Revoke PAP 2021-05: Evaluation of FSS Pricing.</p>	<p>GSA</p>	<p>Along with eliminating the Price Reduction Clause (PRC), eliminating the PAP will save government and industry time and money. It will speed up and simplify MAS contract price negotiations, reducing costs for government and industry. Revoking the PAP also provides an opportunity to bring a commonsense approach to price negotiations that does not undermine COs or penalize commercial firms seeking to support the government through the MAS program.</p> <p>Current regulatory guidance (GSAR and FAR) is sufficient to support MAS price negotiations.</p>
<p>2. MAS PRC Clause, GSAR 552.238-81</p>	<p>The PRC is a major administrative burden and compliance risk (Civil False Claims</p>	<p>Issue a deviation eliminating the PRC from the MAS solicitation and initiate a GSAR rule-</p>	<p>GSA</p>	<p>Removing the PRC will eliminate unnecessary, unproductive administrative compliance costs for government and industry—costs that</p>

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	<p>Act), collectively costing MAS contractors close to \$1 billion annually in compliance burden. This does not include government administrative costs. The PRC restricts competition in the commercial market, limiting the ability to offer lower prices. The PRC is a barrier to entry for non-traditional firms. Finally, based on GSA's own data, PRC is ineffective with less than 10 percent of price reductions attributed to the clause. Competition and agency specific requirements at the order level drive price and value, not the PRC.</p>	<p>making case to reform MAS pricing policies. The clause is found at GSAR 552.238-81.</p>		<p>provide no return on investment. Eliminating the PRC will foster full and free competition in the commercial market and will remove a barrier to entry for commercial firms, including non-traditional firms. Eliminating the PRC will streamline the adoption of new technologies and capabilities for customer agencies. The PRC's elimination will remove a significant barrier to commercial firms bringing commercial solutions to federal customers.</p>
<p>3. Contract Duplication</p>	<p>Proliferation of large, long-term governmentwide contracts and agency specific multiple</p>	<p>Add Cost Reimbursement Capability to MAS. Conduct a fulsome business case review of</p>	<p>GSA/OMB</p>	<p>Expand use of MAS and other GSA contract vehicles by the Department of Defense (DoD), and reduce need for other large, agency specific contracts. Doing so would also</p>

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	award contracts (MACs) with similar scopes of work.	governmentwide acquisition contracts (GWACs) to address overlap/duplication. Strengthen the preference for pre-existing contracts like the MAS program and GWACs.		effectuate Senator Roger Wicker’s proposal to reform DoD contracting, given one of his recommendations is to <i>cut red tape</i> that inhibits innovation and urgency. Contract duplication is a clear form of red tape. It costs government and industry unnecessary bid and proposal and contract management costs while also serving as a barrier to entry to the federal market.
4. MAS Statutory Authority	The current statutory language requires that contracts and orders result in the “lowest cost alternative” to meet the government’s requirements. This language limits the potential of the MAS program to deliver best value mission support. It reflects a low price, technically acceptable approach that limits the ability of the MAS program to innovate and respond to the commercial market.	Adopt the Best Value MAS Statutory Language amending (41 USC 152(3); 10 USC 3012(3)) as proposed in the FoRGED Act . This language would replace “lowest cost alternative” with “best value.” The FoRGED Act provision can be in the 2026 National Defense Authorization Act (NDAA) and then expanded to cover civilian agencies.	Congress	Changing “lowest cost alternative” to “best value” would provide statutory assurance that MAS contract price will not be an impediment for MAS contract award and that price will be competed at the order level. Significantly, adopting the best value language would provide clear authority to revolutionize the MAS program. For example, it would provide the foundation to redesign the program to enhance access to the commercial market, reform pricing policies, eliminate the PRC, add cost reimbursement capability, fully address other direct costs, and adopt streamlined contracting methods akin to Other Transactions Authority and Commercial Solutions Offerings.

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<p>5. Contract Labor Rates on MAS</p>	<p>It is difficult and time-consuming to negotiate labor rates at the contract level without substantial volume guarantees, and without knowing inflation and other market conditions that will influence labor rates in the future.</p>	<p>Broaden GSA’s Section 876 authority to apply to the entire MAS program (41 USC 3306(c)).</p>	<p>Congress</p>	<p>Supports competition at the task order level for services, instead of negotiating labor rates at the contract level. Will reduce costs for government and industry associated with contract formation. An extension of authority would ensure that MAS focuses on ensuring <i>meaningful competition</i>, which would ensure the government receives the best value and solutions while reducing administrative burdens on small businesses and COs.</p>
<p>6. Disregard for Commercial Contracting Preference</p>	<p>Proliferation of new FAR/DFAR clauses for commercial item acquisitions.</p> <p>For specific FAR clause applicable for commercial item acquisitions, see FAR 12.301(b). For DoD clauses, see DFARS Subpart 212.301.</p>	<p>Maximize Commercial Item exemption for new regulations. Review the Section 809 Panel’s FAR and DFARS elimination recommendations and past decisions. See <i>the Coalition’s white paper</i> on this opportunity to streamline commercial item contracting.</p>	<p>FAR Council/DoD must make determination to apply or not apply for new regulations as required by 41 USC 3307, 10 USC 3452.</p> <p>FAR Council/DoD have authority to conduct review of past decisions.</p>	<p>Eliminating unnecessary clauses for commercial item contracts will return the FAR to the original Congressional intent. It will streamline procurement and reduce complexity and costs for government and industry. It will also remove what has become a significant barrier to entry for commercial firms seeking to bring their commercial solutions to the federal mission. In sum, reducing/eliminating unnecessary clauses will increase access to the commercial market, increase competition, increase efficiency, and increase opportunities for federal agencies to leverage cutting edge commercial solutions to meet mission requirements.</p>

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<p>7. Leverage Volume Buying</p>	<p>FAR 8.4 preference for multiple award blanket purchase agreements (BPAs) is not statutorily required and deprives agencies of ability to take advantage of pricing discounts associated with volume buying.</p>	<p>Amend FAR 8.405-3(a)(3) and remove preference for multiple award BPAs.</p>	<p>GSA</p>	<p>Government will get lower pricing based on volume commitments and be able to procure more quickly.</p>
<p>8. Contract Duplication for Cloud</p>	<p>ASCEND BPA is redundant to the GSA MAS Cloud Special Item Number (SIN)</p>	<p>Absent a clear identification and commitment of volume requirements, GSA should cancel the ASCEND BPA. GSA should focus on enhancing the cloud offerings on the MAS contract.</p>	<p>GSA</p>	<p>Save time and money for government and industry.</p>
<p>9. Standardize PRC Exemption (assuming PRC remains)</p>	<p>PRC does not apply to commercial sales above the maximum order threshold, which varies from SIN to SIN. Contractors may offer total solutions in the commercial market that combine products and services from</p>	<p>Amend GSAR 552.238-81(d)(1) to establish a simple threshold, e.g., \$1 million, and review for inflation every five years consistent with statutory inflation adjustment to all procurement thresholds (41 USC 1908).</p>	<p>GSA</p>	<p>Reduce the burden on contractors to monitor commercial sales and determine which threshold applies to depending on the type of transaction. Reduce risk for contractors and allow them to compete freely in the commercial market.</p>

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	different SINs, putting contractors at risk for conducting commercial business.			
10. Eliminate SINs	SINs are used to group contractors for market research purposes, but the MAS already has subcategories and North American Industry Classification System (NAICS) codes for those purposes. For example, a popular software license for a security camera is currently sold by 9 vendors on 4 different SINs, or a web camera with 15 vendors on 5 different SINs. Ultimately the SIN doesn't matter if the customer is receiving the required goods/services.	Eliminate SINs.	GSA	Speed up the procurement process by avoiding SIN scope reviews, saving government and contractors time and money. It would also immediately eliminate over 300 pages of burdensome SIN-specific requirements and clauses.
11. Reduce Number of SINs (assuming SINs remain)	Health Information technology (IT) SIN or a Highly Adaptive Cybersecurity	Review existing SINs and eliminate those that are duplicative/unnecessary.	GSA	Lower contractor compliance costs, which will result in lower prices for the government.

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	<p>Services SIN in addition to the IT Services SIN is duplicative and requires contractors to create and maintain additional labor categories and job descriptions in multiple SINs often for the same person or persons with the same skills, e.g., IT Program Manager, Health IT Program Manager, Cyber Program Manager. These SINs could be subgroups under the IT SIN.</p>			
<p>12. Eliminate SIN Specific Requirements (assuming SINs remain)</p>	<p>For example, IT Services SINs and the Facilities Maintenance SIN require two past performance projects, while every other SINs for the MAS program only require one. When adding janitorial services to a GSA Schedule a</p>	<p>Eliminate SIN specific requirements.</p>	<p>GSA</p>	<p>Reducing complexity and burden for contractors will result in lower costs to the government.</p>

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	<p>contractor must also provide 2 other types of services (such as electrical maintenance and HVAC services) even if the contractor does not sell those services commercially.</p> <p>54151HACS requires an oral evaluation; 518210FM requires a special narrative to be reviewed by the Treasury Dept; and 518210ERM requires a unique form to be signed by the contractor; 339940 has a unique requirement on FOB Origin shipping.</p>			
<p>13. Automate Deletions and Price Reductions</p>	<p>Requiring a CO to approve a modification to remove a product or service or lower a price delays the procurement process and wastes ordering agencies' time.</p>	<p>Automate MAS deletions and price reductions.</p>	<p>GSA</p>	<p>Save ordering agencies time and money. A price reduction provides the government with immediate savings.</p>

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<p>14. Excessive Contract Price Data Requests</p>	<p>Contractors are asked to provide invoices for every product (which can mean millions of invoices for some contracts) or provide a list of comparable items and prices for every item.</p>	<p>Accept contract prices and allow competition and/or ordering agency to determine if price is reasonable at the order level based on the value provided. Accept cutting edge items and services that do not have easily comparable services or items in the market.</p>	<p>GSA</p>	<p>Save the contractor and government time and money and speed up the procurement process. COs cannot realistically review millions of invoices. Use technology and artificial intelligence (AI) to verify prices are reasonable. Let competition at the order level and ordering agency COs determine if the value of the item or service is worth the price. If ordering COs are not doing their job, replace them.</p>