



## Client Enrichment Series – Q & A



**Topic: Policy and Process Fundamentals (2 sessions)**

**Presenters: Paige Klunk and Laura Beth Hawkins**

**Dates of Presentation: May 23, 2023 and July 20, 2023**

**RWA Policy and Process Fundamentals Resources/Links:**

[www.gsa.gov/rwa](http://www.gsa.gov/rwa) - GSA PBS's Reimbursable Services (RS) Program

[PBS 10002B Reimbursable Work Authorization National Policy](#) - August 2020

[Client Enrichment Series session recording \(YouTube\)](#)

---

**Q1. If the RWA is accepted by GSA at the end of the FY, can that RWA be modified for increased funding during the next FY?**

**A.** Yes, these amendments are acceptable so long as the scope remains the same.

**Q2. GSA just has to obligate/ award before the expiration of obligation authority - correct? For instance, if an award was made in the FY28 of that last slide, could you still have a multi-year period of performance and pay out beyond FY29?**

**A.** Short answer to your question, if I understand it correctly, is "no - if the expiration date of obligational authority is 9/30/23, GSA could not award a contract in FY28 and continue to perform in FY29"

The expiration of obligational authority applies to the fund itself (so for an annual FY23 fund, the expiration of obligational authority would be 9/30/23) and corresponds to the customer's deadline to either create an RWA using that fund: RWA must be fully accepted, and GSA has 5 years to award (sub)contracts using the RWA. The closure of the fund happens 5 years after the expiration of obligational authority. For that same FY23 annual fund, GSA must have 100% of obligations, payments, collections etc completed before the fund closes on 9/30/28. After 9/30/28, the funds go back to treasury **\*\*poof gone\*\*** - they can no longer be used at all.

## Client Enrichment Series – Q & A



If the fund were a multiple year FY23/24 fund, then the expiration of obligational authority would be 9/30/24 and the closure of the fund would occur 9/30/29.

**Q3. Does GSA accept the IGCE provided by the agency or does GSA require their own cost estimate?**

**A.** Customers may provide estimates, but GSA must review and confirm the validity (fair and reasonableness) of the estimates. Backup documentation and details are necessary to support the cost estimate. Ultimately, PBS must confirm an estimate.

**Q4. Can you spell out the acronym PBS?**

**A.** Public Buildings Service

**Q5. Can N-type also be non-severable?**

**A.** Yes, N types can be non-severable.

**Q6. Can you provide examples of when this clause has been invoked successfully?**

**A.** Can you please send an email to [askrwa@gsa.gov](mailto:askrwa@gsa.gov) so we can properly respond?

**Q7. Can you define "non-prospectus"?**

**A.** "Non-prospectus" refers to RWAs that are not associated with a prospectus project. A prospectus project is a project that exceeds a certain dollar amount that is set by each agency.

**Q8. Regarding "Antecedent Liability", how can unforeseen increases in material or labor costs not be seen as scope change?**

**A.** The description of requirements (scope) of an RWA must be detailed enough to communicate the intent, content and extent of the work being completed. Unforeseen conditions are things that must be completed in order to execute the RWA scope as originally intended. If a project is to replace carpet in room 424, a 300SF room, with new carpet squares, if GSA originally estimated that it would require 20 carpet squares, but 21 carpet squares are required, it doesn't change the original intent of the project - to replace carpet in room 434. Or, for another example, if the point of the project was to turn

## Client Enrichment Series – Q & A



two offices into one larger conference room, and when the wall in between is torn down, the contractor discovers a water line that wasn't on the plans, the cost to relocate the water line is an unforeseen condition - and the work NEEDS to be completed to complete the project as originally intended.

**Q9. How long after an RWA has been accepted, does it take to start? Is there an expected timeframe / expectation or requirement?**

A. This all depends on the agreed upon schedule, which should be available as a link in eRETA. If no schedule is provided, it is assumed PBS plans to award a contract within 90 days.

**Q10. Can F type RWAs be utilized for leased space?**

A. Yes, they can.

**Q11. Are quotes from the vendors or lessor required before GSA can execute an RWA? Should GSA's SCE be based on a lessor's quotes?**

A. For a lease project, the RWA must be accepted before award of the lease, when it's almost always before design even happens. So Vendor or lessor bids do not exist. GSA's SCE can be based on lessor's quote, however GSA must review and confirm the validity (fair and reasonableness) of the estimates. Backup documentation and details are necessary to support the cost estimate. Ultimately, PBS must confirm an estimate/quote.

**Q12. How do we change our access from read-only to data entry?**

A. You can send an email to [ereta@gsa.gov](mailto:ereta@gsa.gov) requesting access change and CC your supervisor to confirm your new access needs.

**Q13. What is the timeline from the Work Request phase to RWA execution? Are there specific deadlines that GSA must adhere to during each phase in the process?**

## Client Enrichment Series – Q & A



- A. Timelines can be anticipated, but some of them cannot be determined as it depends on the level of information provided and the complexity of the requested scope of work.

**Q14. You indicated that the SCE CAN be based. I'm asking, does it HAVE to be based on quotes from the lessor? Or can GSA execute an RWA without these quotes?**

- A. No, it does not have to be based on quotes from the lessor, it can be based on a GSA or Customer provided estimate. This is especially true in a leasing example.

**Q15. If only the funding amount is being amended, does the project description also need to be changed? Or does all information need to be changed in the new RWA?**

- A. No, they are not necessarily tied, but each is required to be updated if something changes (or a change is requested). If the RWA is being amended for antecedent liability (a cost increase with no change to the scope), then the scope would not change. If the scope is changing, but the cost miraculously did not, that's also possible (but less common). Either way, GSA is required to support all portions of the scope with an estimate which reflects all those same portions. Both are evaluated by GSA with every new or amended RWA submission.

**Q16. Is this training provided to your GSA building managers? Where can I refer them to so they can follow your guidelines?**

- A. Yes, a very similar training to the one you are in now, was delivered to GSA internally about a month ago. Those slides are available to our people, as well as our policy manual.

**Q17. I have created a profile. However, my agency information does not always automatically populate. How can I confirm my profile/user info so that I do not have to enter in the various agency specific codes?**

## Client Enrichment Series – Q & A



- A.** Not all information is the same for every RWA, so it doesn't always automatically populate. (Your name, address, phone number should always populate though). You can set "favorites" for some of the other common data (like a treasury account symbol (TAS)). There are lots of help docs at [www.gsa.gov/ereta](http://www.gsa.gov/ereta) (with screenshots) to show you how, or come to the eRETA Digest training happening June 6. You can sign up at the client enrichment series website. If you do have any other questions about eRETA functionality, you can also email our eRETA help desk at [eRETA@gsa.gov](mailto:eRETA@gsa.gov).

**Q18. Are lease & suite numbers required in a scope? My GSA building manager recently started requiring this information. In my previous 6 years of doing this, it was not a requirement?**

- A.** There has been a recent shift in requiring additional specificity in our Overtime Utility Estimates, which is what you are likely referring to. This information helps provide information that is necessary for RWA acceptance.

**Q19. Is it best to put something in your scope that you're not sure about, or would you start all over again with Work Request, etc. for the same project?**

- A.** It depends on each agency. If securing funding for an additional RWA will be a major hurdle, it may be best to proceed/fund with the potential more expansive scope.

**Q20. Would you spell out CM&I?**

- A.** Construction Management and Inspection

**Q21. In the SCE there's a line for Contingency, is it for the GSA/GC contingency for unforeseen conditions, or can the client-agency provide additional contingency for potential client initiated change orders?**

- A.** The contingency line on the SCE is reserved ONLY for unforeseen conditions as related to the project as originally intended, scoped and estimated. Any client initiated change

## Client Enrichment Series – Q & A



orders would (99% of the time) constitute new scope, and must be recorded on a new and separate RWA.

**Q22. *What's the difference between cost contingencies and scope creep?***

- A.** Contingency is reserved ONLY for unforeseen conditions towards the project as originally intended, scoped and estimated. Any new scope requests by the customer must be covered on a new and separate RWA. Scope creep refers to new (typically customer initiated) requirements being incorporated into the scope of a project - which is prohibited after the end of each FY. All scope is locked - no more scope additions - at the end of the current FY (regardless of fund type).

**Q23. *Does GSA provide the Cost Est in all cases? for the project that I am going to be dealing with, I would think that i would be better suited to come up with a proper estimate?***

- A.** No, GSA does not provide the estimate in all cases, however GSA must review the cost support for fair and reasonableness in all cases.

**Q24. *RWA Management Fee - does not apply to FF&E. Does it apply to Move Services?***

- A.** Yes, the RWA Management Fee applies to move services as of 8/1/2020.

**Q25. *For prospectus projects that are \$200 million, I'd have to create a separate RWA for each change order initiated by the agency? (For example, towards the end of construction, the agency wants keurig machines that are hooked to the water system directly).***

- A.** Correct - generally any new requests for new requirements\*\* from the customer must be on new RWAs. The scope on an existing RWA may be increased only within the initial FY of the RWA. So if we accepted an RWA from you this FY23, you could formally

## Client Enrichment Series – Q & A



amend the RWA to add new scope (and associated costs) up until the end of FY23, as long as its submitted by the deadline (deadline will be discussed later).

\*\*Keurig is a touchy example since it borders on personal property and would need to be evaluated on a case by case basis. Better example: you want to recarpet 40 rooms, and you decide a year later that you want to add 5 more rooms (total of 45 rooms) - that 5 extra rooms would need to be a new RWA.

**Q26. On which line do we enter security costs related to BSAC (Building Security Amortized Capital)?**

- A. GSA completes this estimate, so you do not need to know how to complete it. The BSAC could be included in different places, so it's best to ask your PM directly.

**Q27. Is CM&I a set 6%? Thought it was 4%?**

- A. No, it can be adjusted as appropriate for the project by the GSA PM creating the SCE.

**Q28. What's the difference between the RWA fee and GSA direct labor costs?**

- A. The short answer is that the RWA management fee is included in all RWAs at a set calculation and GSA direct labor is not. The pricing policy does a good job of explaining this.

**Q29. If GSA accepts the RWA during a FY with current year funding, what happens if GSA cannot find a vendor to do the work before the close of the FY?**

- A. I am going to answer this under the assumption that you are talking about a severable service RWA. If you reach the end of the period of performance and the RWA is not expended, the money goes back to the customer.

**Q30. Do Docusign emails always come from a GSA person, instead of a generic mailbox? This makes it very difficult for our budget personnel to search for anything pending.**

## Client Enrichment Series – Q & A



- A.** The email will always come from the person VIA docusign - and the "from" email address will always be a docusign email address. If you search for those email addresses listed on slide 39, you should be able to find the emails. If you ever can't find them, you can reach out to your PM/POC, or the RWA help desks for assistance.

**Q31. *What triggers a GSA Central Office review?***

- A.** A GSA Central Office review is triggered by a set of requirements best summed up by "prior FY amendments" - it's to ensure new scope is not being added to old RWAs, and that RWAs are not being incrementally funded. New RWAs citing prior FY funding also trigger it to ensure the correct funding is being used.

**Q32. *If a WR has not been assigned within the 5 business days, it has been a couple weeks, should we follow up or continue to wait?***

- A.** Follow up! We will share POCs later in the presentation, but your RWA Manager is the appropriate person.

**Q33. *When does the POP (Period of Performance) start? At acceptance of the RWA or at award to the vendor?***

- A.** That depends on whether the RWA is for a non-severable project, or a severable service. GSA does not record a POP for nonseverable RWAs. The severable service POP start date is based on when the service needs to begin.

**Q34. *If we funded an RWA with no-year funds, and need to add funding two years later, can we use current fiscal year funds, or do we HAVE to use the no-year funds?***

- A.** If you provide additional funding for an antecedent liability in a future FY you should provide funding that was available when the original RWA was accepted, so any no year funding source or an annual or multiple year funding source available from that FY. It does not need to be no year funding.



## Client Enrichment Series – Q & A



**Q35. Just to make sure I understand the response - if we have no-year funding, we don't HAVE to use it to amend an RWA (antecedent liability), can we use annual funds for it?**

**A.** Yes, so long as they are available from FY2021 (assuming the RWA was originally accepted in FY21).

**Q36. What would an example of punch list items be?**

**A.** A good example is, when the space is complete - lighting, cubicles, carpet, sink, etc., but the molding is not yet completed.

**Q37. Do we need a financially closed out letter for R-type recurring RWAs?**

**A.** No - closeout letters are not sent for R-type RWAs since they automatically close on 9/30 every FY. You can see a list of letters, when they are sent for which RWAs in the RWA National Policy Manual (RWA NPM), available at [www.gsa.gov/rwa](http://www.gsa.gov/rwa) > Policy.

**Q38. If I have no-year funds but I don't have annual funds from FY21 but I have annual funds from FY23 - then I HAVE to use the no-year funds and cannot use FY23 annual funds?**

**A.** You can sign a statement of further written assurance and provide FY23 funds if you do not have any FY21 funds available.

**Q39. For non-severable RWAs that are reaching expiration after five years: can the contractor continue to work on the project that is funded with this RWA? Can a change order be issued 9/29 before the expiration of the RWAs lifetime of 5-years? Is the requirement that GSA pay the vendor's invoices within the following year after the RWA is expired? Or is the requirement that the client-agency clear the IPACs (Intra-Governmental Payment and Collections) a year after the RWA is expired?**

## Client Enrichment Series – Q & A



- A. We cannot swap out funds prior to their expiration, but the goal is to not find ourselves in that situation. We encourage you to work with your GSA PMs to ensure projects do not run into such issues.

**Q40. Do only certain users have access to the D2D (Data to Decisions) PBS Customer Dashboard (to view RWA data)?**

- A. Anyone should be able to obtain access to it. You can learn more about the PBS Customer Dashboard access [here](#). Access to the Dashboard requires a [MAX.gov login](#).

**Q41. The PM's are not familiar with the funding and budgetary issues. My question is until when can an RWA be IPACed?**

- A. The PM is responsible for the finances of their projects. Should they have questions they can reach out internally to the appropriate OCFO offices.

**Q42. Does the work have to be completed before the RWA expires? Can the invoices be paid by GSA after it expires? Therefore, IPACs can continue to come in after the RWA expires? Is there a period of time when we shouldn't receive more IPACs?**

- A. Everything must be done prior to the end of the liquidation period, including final billing.

**Q43. Is the bid or quotes REQUIRED for new RWAs?**

A.No, bids or quotes are not required for new RWAs. Once you have submitted your initial project information to GSA, you will be assigned a Project Manager that can help develop the description of requirements and SCE for the project.

**Q44. Cost increases due to more materials needed sounds like scope increase to me - why is that considered antecedent liability?**

## Client Enrichment Series – Q & A



- A. An increase in materials does not automatically mean a scope increase. An antecedent liability can include the increased cost of more materials if the original scope of work has not changed.

**Q45. Does GSA include the direct travel charges in the estimate so a customer agency can input RWA for the correct amount?**

- A. Yes, direct travel can be included in the estimate on “Line 8 - PBS Travel Associated with Construction of the Summary Cost Estimate. If you have a need for travel from the Project Manager, please let them know as they are developing the requirements and summary cost estimate for the project that way it is included.

**Q46. It would be useful to have a list of regional POC or something along those lines to know who to reach out to...particularly when projects get stuck and take much longer than the proposed dates/deadlines - Where can I find such a list?**

- A. Please reach out to your Regional RWA Manager if you have any questions about the process. The list of RWA Managers by region can be found on our [Contact Us](#) page.

**Q47. Are signatures required for an RWA to be accepted by GSA?**

- A. Signatures are required for an RWA to be accepted and be a valid obligation on your books, which must be done by 9/30. The end of FY deadlines that GSA imposes on our letter do NOT require a signature prior to the deadline. They must be a fully executable RWA, but GSA will then review it, apply our information and then route for signatures.