



Pilier Mazza Webinar

Using CTAs to Pursue GSA Schedule Opportunities: The Basics You Need to Know

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Presented by

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About PilieroMazza

PilieroMazza PLLC is a full-service law firm with offices in Washington, DC, and Boulder, CO. We are most well-known as a government contracting firm, and for 25 years, we have helped our clients navigate the complexities of doing business with the federal government. We also provide a full range of legal services, including advice on corporate, labor and employment, SBA procurement program, and litigation matters. Our clients value the diverse array of legal guidance they receive from us and our responsiveness as we guide their growth and secure their success.

Our primary practice areas are:

- Government Contracting
- Small Business Programs
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Overview

- What Is a CTA?
- Benefits to Using a CTA
- Differences Between Prime Contractor/Subcontractor and Joint Venture Relationships
- Team Member Eligibility
- Team Lead Considerations
- Utilization of Team Members' Labor Categories and Rates
- Key Elements of a CTA Document
- Special Concerns
- Questions?

What Is a CTA?

- Contractor Team Arrangement
- Different than FAR 9.6 definition of Contractor Team Arrangement
- “Special ordering procedure” under FAR 8.403(b)
- Must have written agreement outlining relationship
- Can form relationship for specific opportunity or create more of a general teaming relationship

Benefits of Using a CTA

- Combine multiple labor categories and products from different GSA Schedule contract holders' offerings
- Allows small businesses to team together to pursue larger opportunities for which they would not otherwise qualify
- All Team Members have privity of contract with the ordering agency

Differences Between Prime Contractor/Subcontractor and Joint Venture Relationships

- Team Members are not in prime contractor/subcontractor relationship
- Team Members do not form a joint venture

Team Member Eligibility

- Each Team Member must have Schedule contract necessary to bid on RFQ
- For small business and socioeconomic set-asides, EACH TEAM MEMBER MUST BE ELIGIBLE UNDER THE SET-ASIDE DESIGNATION OF THE RFQ

Team Lead Considerations

- Each CTA required to have a Team Lead
- Usually the point of contact with the Agency
- Contract awarded under Team Lead's DUNS number
- Usually manages ordering amongst Team Members responsive to ordering agency's needs

Key Elements of a CTA Document

- Duration of the agreement
- Team Leader
- Team Members
- Communications
- Invoicing and payments
- Legal relationship
- Delivery responsibility
- Confidential information
- Identification of parties
- Conflicting terms
- Specific team activities
- Independent contractors
- Replacement of Team Members
- Performance evaluation
- Reporting of sales and Industrial Funding Fee (IFF) payment responsibility
- Pricing
- Liabilities
- Ordering procedures

Special Concerns

- GSA's guidance regarding required elements of CTA Agreement is only a start
- Privity of contract with the ordering agency
- Invoicing considerations
- Team Members should perform only under their own Schedule contract labor categories and rates
- Team Lead(s) for individual task orders

Questions?

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