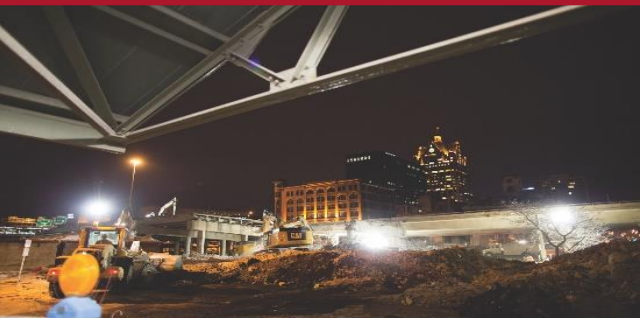


FAR Up Close
**FAR Regulations and Clauses in
Federal Service Contracts**

March 17, 2021



ABOUT WPI SUPPORTING THE MISSION

Celebrating 34 Years of
serving Wisconsin Business!



Assist businesses in creating, developing and growing their sales, revenue and jobs through Federal, State and Local Government contracts.

- **INDIVIDUAL COUNSELING** – At our offices, at client’s facility or via telephone/GoToMeeting
- **SMALL GROUP TRAINING** – Workshops and webinars
- **CONFERENCES** to include one on one or roundtable sessions

Last year WPI provided training at over 100 events and provided service to over 1,200 companies

WPI is a Procurement Technical Assistance Center (PTAC) funded in part by the Defense Logistics Agency (DLA), WEDC and other funding sources.

WPI OFFICE LOCATIONS

▪ MILWAUKEE

- *Technology Innovation Center*

▪ MADISON

- *FEED Kitchens*
- *Dane County Latino Chamber of Commerce*
- *Wisconsin Manufacturing Extension Partnership (WMEP)*
- *Madison Area Technical College (MATC)*

▪ CAMP DOUGLAS

- *Juneau County Economic Development Corporation (JCEDC)*

▪ STEVENS POINT

- *IDEA Center*

▪ APPLETON

- *Fox Valley Technical College*

▪ SUPERIOR

- *Small Business Dev Center; UW Superior*

▪ OSHKOSH

- *Fox Valley Technical College*
- *Greater Oshkosh Economic Development Corporation*

▪ EAU CLAIRE

- *Western Dairyland*

▪ MENOMONIE

- *Dunn County Economic Development Corporation*

▪ LADYSMITH

- *Indianhead Community Action Agency*

▪ RHINELANDER

- *Nicolet Area Technical College*

▪ ASHLAND

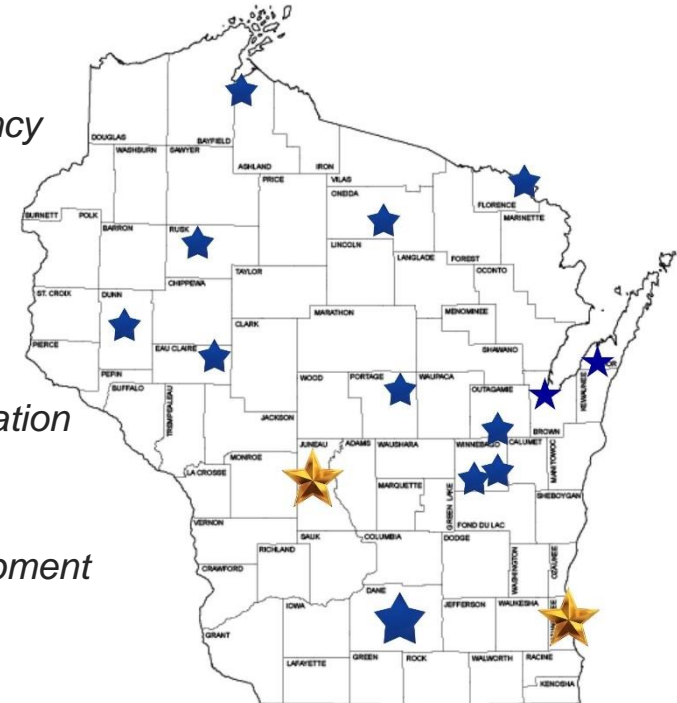
- *Ashland Area Development Corporation*

▪ FLORENCE

- *Florence County Economic Development*

▪ DOOR COUNTY

- *NE WI Technical College*
- *Door County Economic Development Corporation*





WHAT WE WILL COVER TODAY

- FAR Subpart 37.6 Performance Based Acquisition
- FAR Subpart 22.10 Service Contract Labor Standards (formerly the Service Contract Act)
- FAR 52.217-9 Option to Extend the Term of the Contract
- FAR 52.217-8 Option to Extend Services
- FAR 52.237-3 Continuity of Services
- FAR 37.104 Personal Services Contracts
- FAR Subpart 37.2 Advisory and Assistance Contracts

FAR PART 37 SERVICE CONTRACTING

SERVICE CONTRACTS

Service contract means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than furnish an end item of supply.

Examples include contracts for:

Maintenance and upgrade of supplies

Housekeeping

Advisory and Assistance

Operation of gov't equipment/systems

Communication Services

Architect Engineering Services (see FAR Subpart 36.6)

Transportation (See FAR Part 47)

Research and Development (See FAR Part 35)

FAR SUBPART 37.6 PERFORMANCE BASED ACQUISITION

PERFORMANCE BASED ACQUISITION

FAR 2.101 Performance Based Acquisition means an acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed.

FAR 37.102 when acquiring services, Agencies must use Performance Based Acquisitions to the maximum extent practicable

FAR Subpart 37.6 prescribes policies and procedures for use of Performance Based Acquisition methods

PERFORMANCE BASED CONTRACTS FOR SERVICES SHALL INCLUDE ...

1. A Performance Work Statement –

i.e. A statement of work that describes the required results in clear, specific and objective terms with measurable outcomes

2. Measurable Performance standards and the method of assessing contractor performance against the performance standards

Standards stated in terms of quality, timeliness, quantity etc.

3. Performance Incentives- when appropriate

PERFORMANCE WORK STATEMENT

1. Describes the work in terms of required results rather than how the work is to be done or the number of hours required
2. Often starts with a main objective (ex. Clean Office Building)
3. The main objective is broken down into specific outcomes that must be reached and/or tasks to be completed. For example
 - clean floors,
 - clean furniture,
 - clean fixtures - toilet, sink, etc.

MEASURABLE PERFORMANCE STANDARDS

1. A Performance Standard is developed for each outcome or task developed (ex. floors must be free of all dirt and refuse)
2. Includes Method of Surveillance (ex. viewing floors, wet mop test)
3. Includes frequency of surveillance (ex. 100% inspection, periodic inspection, random sampling, customer feedback)
4. Describes the minimally acceptable quality level (ex. floors free of dirt and refuse 90% of the time, 90% of floors will pass wet mop test)

PERFORMANCE INCENTIVES

“To the maximum extent practicable, positive and negative performance incentives shall be considered in connection with service contracts for performance of objectively measurable tasks when quality of performance is critical and incentives are likely to motivate the contractor.” FAR 16.402-2(b)

Positive and negative incentives directly tie the contractor’s profit or fee to the results achieved by the contractor (by comparing such results to the minimum acceptable quality levels).

**PERFORMANCE BASED CONTRACTING TEMPLATE
HELP DESK**

| Desired Outcomes <i>(What do we want to accomplish as the end result of this contract?)</i> | Required Service <i>(What task must be accomplished to give us the desired result?)</i> | Performance Standard <i>(What should the standards for completeness, reliability, accuracy, timeliness, quality and/or cost be?)</i> | Acceptable Quality Level (AQL) <i>(How much error will we accept?)</i> | Monitoring Method <i>(How will we determine that success has been achieved?)</i> | Incentives/ Disincentives for Meeting or Not Meeting the Performance Standards <i>(What carrot or stick will best reward good performance or punish poor performance?)</i> |
|--|---|--|---|--|--|
| 1) Customers calling the help desk shall be able to contact a support staff member from 8:00 a.m. to 5:00 p.m., M-F | The help desk shall be adequately staffed, with a sufficient number of incoming lines to handle potential trouble calls. | 99% of calls are answered on the customer's first attempt. | 99% of calls are answered on the customer's first attempt. | Survey customers and evaluate feedback. Inspect call logs. (Trend analysis.) | +/- .5% of total monthly price. |
| 2) Calls are answered promptly by help desk personnel. | The help desk shall be adequately staffed, with a sufficient number of incoming lines to handle potential trouble calls. | Calls are answered within 20 seconds or a voice mail can be left; calls shall be returned within one hour of receipt. | Calls are answered within 30 seconds or a voice mail can be left; calls shall be returned within 30 mins. for L1 customers and 60 mins. for L2 customers. | Random sampling of call activity logs, showing time of receipt of call and call return time. Random surveillance of actual operations. (Trend analysis.) | +/- .5% of total monthly price |
| 3) Time to resolve customer problem or answer question is as short as possible; the need to dispatch personnel is minimized. | Time to resolve problems/answer questions is within the time frames set forth in the SOW or in the Service Level Agreement (SLA). | 96% of calls received are resolved within 1 business day. | 96% of calls received are resolved within 1 business day. | Random sampling of call activity logs, showing time of receipt of call and closeout of trouble tickets. (Trend analysis.) | +/- 1% of total monthly price |

STATEMENT OF OBJECTIVES (SOO)

- Contains only the highest level objectives
- Requests offerors to submit proposals that have the performance work statement with detailed performance metrics and measures based upon their proposed solutions
- Then the selected offeror's performance work statement and performance metrics become part of the awarded contract.

FAR SUBPART 22.10 SERVICE CONTRACT LABOR STANDARDS

(FORMERLY THE SERVICE CONTRACT ACT)

SERVICE CONTRACT LABOR STANDARDS

Generally contractors and subcontractors performing services on prime contracts in the U.S. valued in excess of \$2,500 must pay service employees in various classes no less than:

- the wage rates and fringe benefits found prevailing in the locality, or
- the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement.

For contracts equal to or less than \$2,500, contractors are required to pay the federal minimum wage for contract workers

- currently generally \$10.95 per hour (tipped employees \$7.65 per hour)

SERVICE CONTRACT LABOR STANDARDS

The Secretary of Labor has determined the prevailing monetary wages and fringe benefits in specific localities for the job classifications in DOL's Directory of Occupations.

The wage rates and fringe benefits will be specified in a "wage determination" which will be attached to the contract.

Most wage determinations are updated once a year.

You can find wage determinations in [Beta.Sam.gov](https://beta.sam.gov)

Wage Determinations ▾

I'm looking for...



Search

Wage Determinations

Wage Determination Type


- Davis-Bacon Act (DBA)
- Service Contract Act (SCA)
- Collective Bargaining Agreement (CBA)

Location

Select State

Wisconsin 

Select County/Independent City

Milwaukee Milwaukee  

SCA: Previously Performed

Were these services previously performed under an SCA-Covered contract?

- Yes, in the same locality
- Yes, but in a different locality
- No, not performed before



Wage Determinations Search

The Wage Determination filters to the left ask a series of questions to determine if the best WD is available on the site. If any criteria such as a specific location is not present or the non-standard service does not strictly apply, please click [here](#) to submit an e98 form. Users should note that the only WDs applicable to a particular solicitation or contract are those that have been incorporated by the contracting officer in that contract action.

[DBA Rollover Crosswalk](#) [DBAs to be revised](#)

Search Results

Showing 1 - 2 of 2 results

Sort By

Date Modified ▾



Service Contract Act WD #: 2015-4899

State

Wisconsin

County/ies

Milwaukee, Ozaukee, Washington, Waukesha

Wage Determination

Revision #

12

Service

Standard (Area-Wide) Wage Determination

Last Revised Date

Dec 20, 2020

Wage Determination for State of Wisconsin Milwaukee and surrounding counties

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4899
Revision No.: 12
Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Wisconsin

Area: Wisconsin Counties of Milwaukee Ozaukee Washington Waukesha

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 15.68 |
| 01012 - Accounting Clerk II | | 17.60 |
| 01013 - Accounting Clerk III | | 19.69 |
| 01020 - Administrative Assistant | | 29.31 |
| 01035 - Court Reporter | | 24.84 |
| 01041 - Customer Service Representative I | | 15.27 |
| 01042 - Customer Service Representative II | | 17.17 |
| 01043 - Customer Service Representative III | | 18.73 |

**Wage
Determination
includes sick
leave, vacation,
holidays, and
more. Review the
entire document.**

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

FAR 52.222-43 (FOR MULTIPLE YEAR AND OPTION CONTRACTS)

The Contractor will be required to comply with the wage determination that is applicable on the anniversary date of a multiple year contract, or at the beginning of each renewal option period.

However the contract price can be adjusted to reflect Contractor's actual increase in applicable wages and fringes due to the application of the new wage determination

- Contractor must notify Contracting Officer of any claimed increase within 30 days after receiving the new wage determination
- Also, Contractor warrants that contract prices do not already include any allowance or contingency to cover increased costs for increased labor costs .

FAILURE TO COMPLY WITH WAGE DETERMINATION

Government can ..

- withhold payment due the contractor to reimburse underpaid employees.
- terminate the contract for default or cause
- hold the contractor liable for any associated costs, and
- debar the contractor and contractor personnel for a period of three years.

THERE ARE SOME SPECIFIED EXEMPTIONS FAR 22.10003-3 AND FAR 22.1003-4

Construction Services

Public Utility services

Operating postal contract stations

Maintenance, calibration or repair of certain equipment

Hotel /Motel Services

Real Estate Services

Automobile and aircraft maintenance

Employment contracts for direct services

AND MORE

BOTTOM LINE...

If the solicitation/contract includes FAR 52.222-41 (either by full text or by reference) the contractor will be required to pay, at a minimum, the wages and fringes identified in the applicable wage determination.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (*months*) (*years*).

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

This is the clause used when option years are included. Separate pricing is requested for the option years prior to award.

Government may unilaterally exercise the option year at the prices specified as long as

1. it exercises the option, in writing, within the timeframe specified in the clause (prior to contract expiration), and
2. it gives the Contractor a preliminary written notice of its intent to exercise the option within the timeframe specified (ex. 60 days before the contract expires.)

Clause also specifies the total duration of the contract, including the exercise of any options under this clause.

FAR 52.217-8 OPTION TO EXTEND SERVICES

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _____ *[insert the period of time within which the Contracting Officer may exercise the option]*.

FAR 52.217-8 OPTION TO EXTEND SERVICES

Government may unilaterally extend the contract past the final expiration date for up to 6 months

- May have multiple contract extensions but they can't cumulatively exceed 6 months

No price increase or adjustment for the extension period(s) except for what might be allowed for a new wage determination

- Pricing for final option year may apply for 18 months

Clause should specify the timeframe for exercise of this option

FAR 52.237-3 CONTINUITY OF SERVICES

FAR 52.237-3 CONTINUITY OF SERVICES

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

FAR 52.237-3 CONTINUITY OF SERVICES- KEY POINTS

Used when vital services must continue without interruption (ex. home oxygen services)

Contractor required to provide phase-in training for the next contractor and required to use best efforts to effect an efficient transition

Contractor must furnish the phase-in and phase-out services for up to 90 days after contract expiration

Contractor is reimbursed for its phase-in and phase-out costs and gets a fee (profit) not to exceed a pro rata portion of the fee (profit) under the original contract.

FAR 37.104 PERSONAL SERVICES CONTRACTS

PERSONAL SERVICE CONTRACTS – OFTEN PROHIBITED

Agencies shall not award personal services contracts unless specifically authorized by statutes to do so. Why?...

- Government employees are hired under competitive procedures required by civil service laws. Obtaining personal services by contract circumvents those laws.
- Agencies often have FTE ceilings on personnel staffing levels. Personal services contracts can be used to exceed those ceilings.
- The Government sets the salaries for various types of employees. Personal services contract do not need to comply with the established salaries.

PERSONAL SERVICE CONTRACTS

Non-personal Services contracts – contractor personnel are not subject to the type of supervision or control usually prevailing in relationships between the government and its employees. (FAR 37.101)

Personal Service contracts - characterized by the employer-employee type relationship created between the government and the contractor's personnel as a result of :

- The contract terms, or
- The manner of contract administration - i.e. the contractor personnel is in reality under relatively continuous gov't supervision (FAR 37.104)

RELATIVELY CONTINUOUS GOV'T SUPERVISION?

Per FAR 37.104 some factors to be considered include...

- (1) Performance onsite
- (2) Gov't furnishes primary tools and equipment
- (3) Services applied directly to furtherance of an agency's mission
- (4) Comparable services performed by Gov't personnel in same or similar agency
- (5) Need for service lasts more than a year
- (6) The type of service inherently requires Gov't supervision

RELATIVELY CONTINUOUS GOV'T SUPERVISION?

Other factors to be considered ...

- Who has control of the employee's schedule? (ex. who approves coming to work late or leaving early)
- Who approves vacation and sick days?
- Who has the right to discipline, reprimand, or fire the employee?
- Who provides performance evaluations to the employee?
- Does a government official imply or specify who should be hired?

FAR SUBPART 37.2 ADVISORY AND ASSISTANCE CONTRACTS

ADVISORY AND ASSISTANCE (A&A) SERVICES

Advisory and Assistance services means those services provided by contractors to support or improve:

Organizational policy development

Decision-making

Management and administration

Program and/or project management and administration, or

R&D activities

It can also mean furnishing of professional advice or assistance to improve effectiveness of Federal management processes or procedures (FAR 2.101)

A&A SERVICES

Per FAR 2.101 all Advisory and Assistance Services are classified in one of the following subdivisions

- (1) Management and Professional Support Services – providing assistance advice or training for the effective management and operations of organizations, activities, or systems
- (2) Studies, Analyses, and Evaluations – providing organized, analytical assessments/evaluations in support of policy development, decision making, management, or administration
- (3) Engineering and Technical Services – supporting the program office on Major System Acquisitions - for example providing systems engineering and technical direction to ensure effective development, operation and/or maintenance of a weapon system or of a major information technology system

THE FOLLOWING ARE NOT A&A SERVICES (FAR 37.202)

- Routine Information Technology Services
- Architect and Engineering Services
- Research on theoretical mathematics and basic research involving medical, biological, physical, social psychological or other phenomena

FAR 37.203 A&A CONTRACTS MAY SOMETIMES BE USED TO..

- Get outside points of view
- Get advice on latest developments in industry, university, or foundation research
- Get opinions, special knowledge, or skills of noted experts
- Enhance understanding of, and get possible solutions to, complex issues
- Improve operation of organizations
- Ensure efficient operation of managerial or hardware systems

A&A CONTRACTS CANNOT BE USED...

- to get professional or technical advice already available within the agency or within the Federal Government (written determination required)
- to get services that are already the direct responsibility of an agency official
- to undermine personnel ceilings, pay limitations, or competitive employment procedures
- to give contract work to former gov't employees on a preferential basis
- To aid in influencing or enacting legislation

RESOURCES

RESOURCES

- FAR: <https://www.acquisition.gov/?q=browsefar>
- Beta.sam.gov: <https://beta.sam.gov/>
- Wisconsin Procurement Institute
Phone: 414-270-3600 www.wispro.org

UPCOMING TRAINING - EVENTS

CYBER FRIDAY LIVE WEBINAR SERIES

Mar 19, 2021 Managing Vendor Risk

April 16, 2021 Your Cyber Plan Cannot Be Static – Here’s Why!

April 30, 2021 Testing and Strengthening Your Cyber-Defenses Using Exercises

May 14, 2021 Corporate Acquisition, Insider threats, or Strategic Investments
– All Threats to Consider

May 28, 2021 The Cybersecurity Plan Looks Great

Register at: <https://www.wispro.org/faqs/what-is-wpis-current-cyber-friday-webinar-schedule/>

PRESENTED BY



ACQUISITION HOUR LIVE WEBINAR SERIES

▪ March 17, 2021

Acquisition Hour: Responding to Sources Sought Request and Capabilities Statements

[CLICK HERE](#) for additional information

Presented by Helen Henningsen and Mark Dennis, Wisconsin Procurement Institute

▪ April 6, 2021

Acquisition Hour: Intellectual Property for Government Contractors & Subcontractors & the STTR/SBIR Stakeholder

[CLICK HERE](#) for additional information

Presented by Laura Grebe, Husch Blackwell

▪ March 23, 2021

The SBA 8(a) Certification Program and Small Disadvantaged Businesses (SDB)

[CLICK HERE](#) for additional information

Presented by Shane Mahaffy, U.S. Small Business Administration

▪ April 13, 2021

Acquisition Hour: Veterans' Small Business Certifications – Federal and State

[CLICK HERE](#) for additional information

Shane Mahaffy, U.S. Small Business Administration and Tondra Davis, State of Wisconsin Department of Administration

▪ March 24, 2021

Acquisition Hour: Using the New FPDS and Desktop Tools to Analyze Federal Procurement Data

[CLICK HERE](#) for additional information

Presented by Marc Violante, Wisconsin Procurement Institute

▪ April 20, 2021

Acquisition Hour: Introduction to Certifications Available to Minority Owned Businesses

[CLICK HERE](#) for additional information

Tondra Davis, Wisconsin Department of Administration; Madalena Maestri, Wisconsin Department of Transportation; Benjamin Blanc, Wisconsin Procurement Institute

8th Annual FAR Evening Study Sessions

Presented by the National Contract Management Association (NCMA Wisconsin) and WPI

February 2, 2021 Intro & FAR Part 16

March 2, 2021 FAR Parts 19-29

February 9, 2021 FAR Parts 1-4

March 9, 2021 FAR Parts 30-33

February 16, 2021 FAR Parts 5-12

March 16, 2021 FAR Parts 34-41

February 23, 2021 FAR Parts 13-18

March 23, 2021 FAR Parts 42-53

Register at: <https://www.wispro.org/wpis-2021-far-evening-study-sessions-schedule/>



2021 FAR Up Close Series

| | |
|--------------------------|--|
| February 10, 2021 | Overview of the FAR |
| February 17, 2021 | FAR Regulations and Clauses on Subcontracting |
| March 3, 2021 | FAR Regulations and Clauses in Commercial Items |
| March 10, 2021 | FAR and DFARS Regulations and Clauses in Manufacturing Contracts |
| March 17, 2021 | FAR Regulations and Clauses in Federal Service Contracts |
| April 7, 2021 | FAR Clauses in Federal Construction Services |
| April 14, 2021 | FAR Regulations for Procurement of Architect Engineer Services |

CYBERSECURITY – UPDATE – DECEMBER 2020

- CMMC -
 - Implementation continues
 - Pathfinder contracts to be announced soon – article, Dec 1, 2020
 - CMMC requirements will be included
 - Full implementation expected by Oct 2025
- New clauses and requirements –
 - DFARS 252.204-7019
 - DFARS 252.204-7020 – applies to contracts subject to 252.204-7012
 - With few exceptions, these requirements apply to all Primes and Subcontractors
 - Consistent with philosophy shift of self-attest to verifiable
 - Three levels – Base – self-performed , Medium & High - DCMA

252.204-7020 – BASIC ASSESSMENT

- Requires
 - System Security Plan(SSP)
 - Plan of Action – with dates for outstanding items
 - Basic Assessment
- Six elements uploaded to Supplier Performance Risk System (SPRS)
 1. System Security Plan name (if more than one system is involved)
 2. Brief description of Plan Architecture
 3. CAGE code associated with SSP
 4. Date Assessment performed
 5. Summary Score
 6. Date a score of 110 to be achieved

CURRENT CYBER REQUIREMENTS

- FAR 52.204-21 – Federal Contract Information
- DFARS 252.204-7012
- Requirements cited in solicitation/contract

Need assistance – please contact Marc Violante from WPI at marcv@wispro.org or 920-456-9990

CONTINUING PROFESSIONAL EDUCATION



CPE Certificate available, please contact:

Benjamin Blanc

benjaminb@wispro.org

PRESENTED BY

Wisconsin Procurement Institute (WPI)

www.wispro.org

Helen Henningsen

Wisconsin Procurement Institute

helenh@wispro.org | 414-270-3600

10437 Innovation Drive, Suite 320
Milwaukee, WI 53226