Acquisition Hour:

Things to Know When Contracting with the Federal Government

June 3 | Noon – 1:00 pm

Presented by:

Mark Dennis, Wisconsin Procurement Institute

Assisting Wisconsin businesses compete in the government marketplace.

WPI is Wisconsin's APEX ACCELERATOR

The APEX Accelerators program, under management of the Department of Defense (DOD) Office of Small Business Programs (OSBP), plays a critical role in the Department's efforts to identify and engage with a wide range of businesses entering and participating in the defense supply-chain. The program provides the education and training that all businesses need to participate to become capable of participating in DOD and other government contracts.

WPI provides services and training to all of Wisconsin's 72 counties

- Individual counseling at our offices, client's facility or virtually
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- Conferences the Governors Marketplace, The Contracting Academy (TCA), WEDCs Small Business Academy, Wisconsin Federal Contractor Forum [DC and in-state], Government Opportunities Business Conference GOBC) with WI military bases, End of Year Federal Contractor Update, Annual DOD Contract Management Update, and more……

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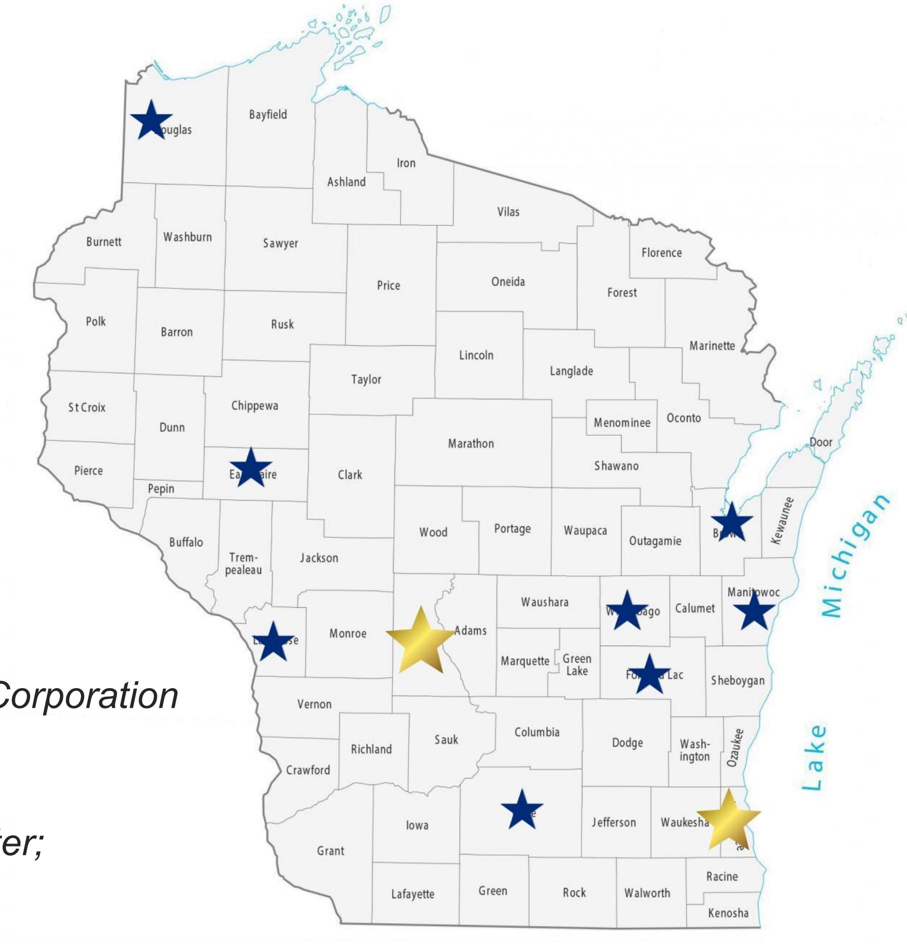
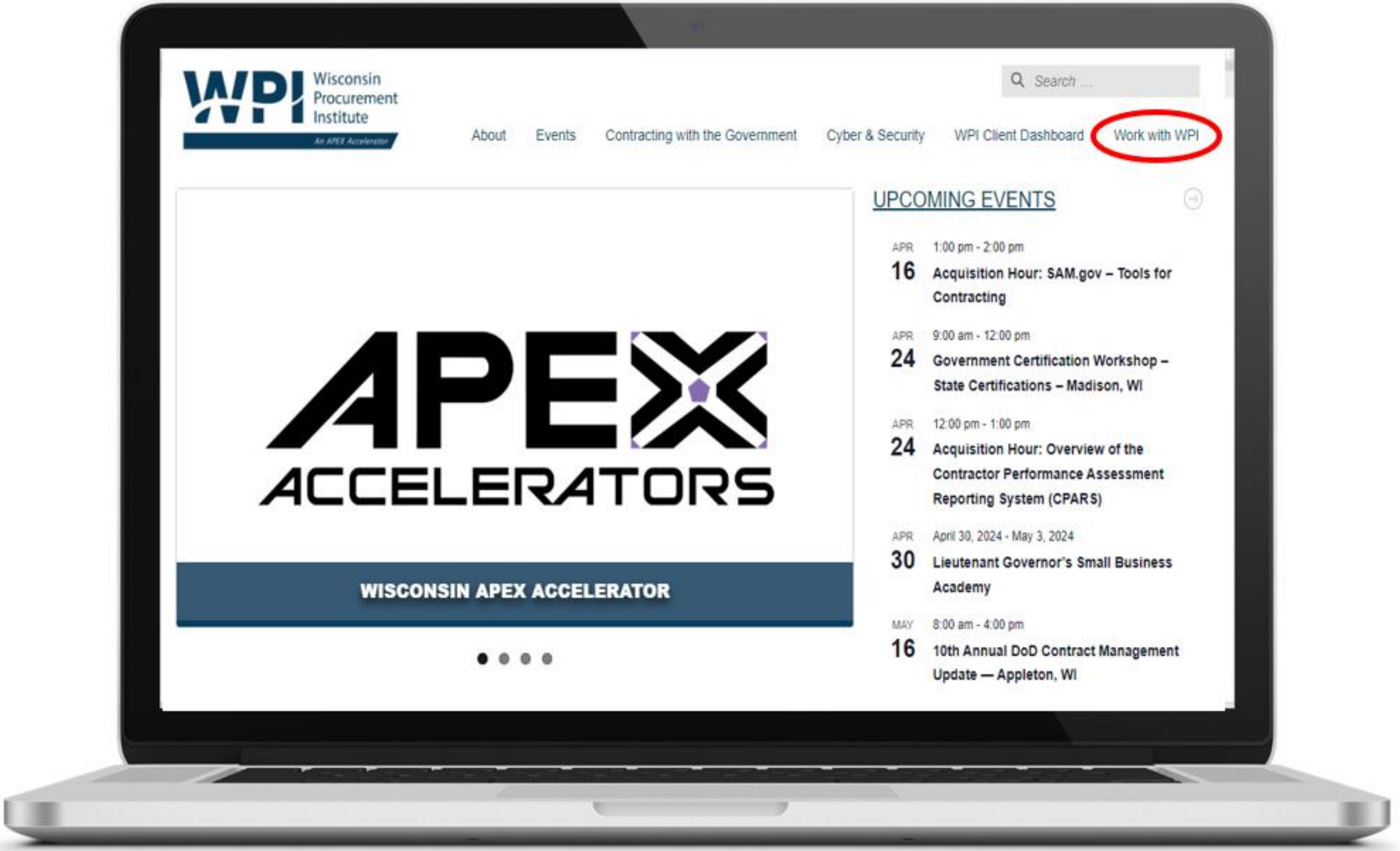
WPI OFFICE LOCATIONS

- **MILWAUKEE**
  - *Technology Innovation Center*
- **MADISON**
  - *FEED Kitchens*
  - *Dane County Latino Chamber of Commerce*
  - *Madison Area Technical College (MATC)*
- **CAMP DOUGLAS**
  - *Juneau County Economic Development Corporation (JCEDC)*
- **EAU CLAIRE**
  - *Western Dairyland*
- **FOND DU LAC**
  - *Envision Greater Fond du Lac*
- **GREEN BAY**
  - *NWTC Startup Hub*
- **LACROSSE**
  - *Veterans in Professions*
- **MANITOWOC**
  - *Progress Lakeshore*
- **OSHKOSH**
  - *Greater Oshkosh Economic Development Corporation*
- **SUPERIOR**
  - *Small Business Dev Center; UW Superior*

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APR 16
1:00 pm - 2:00 pm
Acquisition Hour: SAM.gov – Tools for Contracting
APR 24
9:00 am - 12:00 pm
Government Certification Workshop – State Certifications – Madison, WI
APR 24
12:00 pm - 1:00 pm
Acquisition Hour: Overview of the Contractor Performance Assessment Reporting System (CPARS)
APR 30
April 30, 2024 - May 3, 2024
Lieutenant Governor's Small Business Academy
MAY 16
8:00 am - 4:00 pm
10th Annual DoD Contract Management Update — Appleton, WI

Things to Know When Contracting with Federal Government

Mark Dennis, CFCM

Wisconsin Procurement Institute

June 2026

Today's Topics:

- Types of Solicitations in SAM.gov
- Contract Types
- Contract Evaluation System: CPARS

Types of Solicitations

Types of Solicitations:

- Sources Sought Notices
- Pre-Solicitations
- Solicitations
- Combined Synopsis Solicitations

Sources Sought Notices:

- Government is looking for information and input from industry in order to form a better solicitation
- Request may include cost magnitude (not a quote or price)
- Technical requirements sought
- Pool of likely respondents being sought
- This notice is NOT a solicitation. Do not include cost or pricing information.
- Discussions with contractors are not a sign of potential award
- Sources Sought Notices are not funded.

Pre-Solicitations:

- May follow a Sources Sought process
- Looking for information about potential for eventual Solicitation
- Often leads to a formal Solicitation
- Look at it as a "heads up" that a Solicitation may be coming
- Gives offerors additional warning and time to prepare proposals, before the official calendar or clock is running for submission.
- Opportunity to explore partnering with mentors, proteges, subcontractors, or joint ventures.
- Be cautious of committing resources at this stage.

Solicitations and Combined Synopsis:

- Formal intention to issue a contract
- Proposals are solicited by the Date Offers Due.
- Pricing usually requested.
- Contract office staff are limited on communications with offerors, so as not to project appearance of bias. Most or all communications must be written (emails). Only written technical questions about the solicitation may be answered, and then the questions and answers are usually published as a modification or amendment to the solicitation.
- Offer of pricing is binding upon the contractor if awarded.

Contract Types

Contract Types

- Fixed Price: FFP, FPIF, FPAF
  - Payment made at the agreed to price, and actual amount may ‘slide’ if other than Fixed Fee
  - **Agreed to Scope of Work Must be accomplished regardless of cost performance.**
- Cost Reimbursable: CPFF, CPIF, CPAF, Cost Share
  - Payment of incurred Cost (Direct, G&A, OH) + Fee
  - **Requires Good-Faith Effort toward goal but not completion. (Scope of objectives)**
    - **STOPPING WORK WHEN DOLLARS RUN OUT IS ANTICIPATED**
  - Time & Materials or Labor Hour
    - Negotiate fixed rates / hour of labor up front
    - Non-labor: Materials at cost (Including OH/Handling); Travel at raw cost only

Contract Types

- FFP is the most desired contract type to be used whenever possible, and required for commercial purchases
- Firm Fixed Price Contracts are used when:
  - There is adequate price competition;
  - There are reasonable price comparisons with prior purchases of the same or similar supplies or services made on a competitive basis or supported by valid certified cost or pricing data;
  - Available cost or pricing information permits realistic estimates of the probable costs of performance; or
  - Performance uncertainties can be identified and reasonable estimates of their cost impact can be made, and the contractor is willing to accept a firm fixed price representing assumption of the risks involved.
- Cost Reimbursable can be used when other situations exist.
  - T&M is a subset of Cost Reimbursable and the least favored for Government procurements

Contract Types

- Selecting the contract type is generally a matter for negotiation and requires the exercise of sound judgment. When selecting and negotiating the contract type, the contracting officer must consider contract terms, risks (e.g., technical, performance, delivery), and pricing.

- Now part of the FAR Guidance documents: There are many factors that the contracting officer should consider in selecting and negotiating the contract type
  - Price Competition
  - Price Analysis verses Cost Analysis
  - Type and Complexity of Requirement
  - Combining contract types
  - Urgency of the Requirement
  - Period of Performance
  - Contractors Technical Capability & Financial Responsibility
  - Adequacy of contractor's accounting system
  - Concurrent contracts
  - Extent and nature of proposed subcontracting
  - Acquisition history

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Contract Types: FAR 16

- **16.2 Fixed-Price Contracts**
    - Fixed-price types of contracts provide for a firm/known price or, in appropriate cases, an adjustable price. (16.201)
    - RFO: The contracting officer must use firm-fixed-price or fixed-price with economic price adjustment contracts when acquiring commercial products and commercial services, except as provided in 12.104(a). (16.201(b))
    - b) The contracting officer must use firm-fixed-price or fixed-price with economic price adjustment contracts when acquiring commercial products and commercial services, except as provided in 12.104(a).
    - Time-and-materials contracts and labor-hour contracts <u>are not</u> fixed-price contracts. (16.201(c))
- **16.202: Firm-fixed-price contracts**
- 16.202-1 Description.
    - A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's experience in performing the contract. **The contracting officer may use a firm-fixed-price contract in conjunction with an award-fee incentive (see 16.402) and performance or delivery incentives (see 16.403 and 16.404) when the award fee or incentive is based solely on factors other than cost. The contract type remains firm-fixed-price when used with these incentives.**
        - **(THIS IS SLIGHTLY NEW DEFINITION calling everything FFP even with other than fixed fee).**

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Contract Types

- 16.203: **Fixed-Price Contracts with Economic Price Adjustment**
  - A fixed-price contract with economic price adjustment provides for upward and downward revision of the stated contract price upon the occurrence of specified contingencies. Economic price adjustments are of three general types: (16.203-1)
    - *Adjustments based on established prices*.
    - *Adjustments based on actual costs of labor or material*.
    - *Adjustments based on cost indexes of labor or material*.
  - A fixed-price contract with economic price adjustment may be used when (16.203-2)
    - (i) there is serious doubt concerning the stability of market or labor conditions that will exist during an extended period of contract performance, and
    - (ii) contingencies that would otherwise be included in the contract price can be identified and covered separately in the contract.

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Contract Types

- 16.204 **Fixed-price contracts with prospective price redetermination**
  - (a) A firm-fixed-price for an initial period of contract deliveries or performance; and (b) Prospective redetermination, at a stated time or times during performance, of the price for subsequent periods of performance.
  - 16.204-2 Application: 16Used in acquisitions of quantity production or services for which it is possible to negotiate a fair and reasonable firm-fixed-price for an initial period, but not for subsequent periods of contract performance
- 16.205 **Fixed-Price Contracts with Prospective Price Redetermination**.
  - A fixed-ceiling-price contract with retroactive price redetermination provides for
    - **(a) a fixed ceiling price and**
    - **(b) retroactive price redetermination within the ceiling after completion of the contr**act.
- 16.206 **Firm-fixed-price, level-of-effort term contracts**
  - A firm-fixed-price, level-of-effort term contract requires (a) the contractor to provide a specified level of effort, over a stated period of time, on work that can be described only in general terms and (b) the Government to pay the contractor a fixed dollar amount.
  - Suitable for investigation or study in a specific research and development area. The product of the contract is usually a report showing the results achieved through application of the required level of effort. However, payment is based on the effort expended rather than on the results achieved.

Contract Types

- Fixed Price Incentive Contracts, Fixed Price Award Fee, Cost Reimbursable Incentive and Cost Reimbursable Award fee contracts are moved to new 16.4.
  - These are centralized within a heavily revised **Subpart 16.4 (Incentive Contracts)**, which aims to consolidate all incentive-related policies for better consistency. The overhaul emphasizes using objective, performance-based criteria for incentives and restricts the use of subjective award fees to scenarios where performance cannot be objectively measured.

Contract Types

- 16.3 **Cost-Reimbursement Contracts**
  - Cost-reimbursement contracts allow for the reimbursement of allowable incurred costs. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling value that the contractor may not exceed (except at its own risk) without the approval of the contracting officer.
    - Used only when-
      - (1) The requirements cannot be sufficiently defined to allow for a fixed-price type contract (see part 7); or
      - (2) Uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract.
  - 16.302 – Cost Contracts
    - Cost Contract with no Fee
  - 16.303 – Cost-Sharing Contracts
    - A cost-sharing contract is a cost-reimbursement contract that does not include fee, and the Government reimburses only a portion of the allowable costs. The contracting officer must state in the contract the agreed upon portion or percentage of allowable costs that will be reimbursed.

Contract Types

- 16.304 Cost-plus-fixed-fee:
  - A cost-reimbursement contract that includes payment of an agreed upon fixed-fee. The fixed fee does not change with actual cost but may be adjusted as a result of changes in the work to be performed under the contract.
  - Completion or Term Form
    - (a) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, if the work costs more than estimated, the Government may increase allowable costs to complete the work without increasing the fee.
    - b) The term form describes the scope of work in general terms and requires the contractor to work at a specified level for a specific time period. The term form may not be used unless required by the contract to provide a specific level of effort within a definite time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the end of the agreed upon period. Renewal for further periods of performance is a new acquisition that involves new cost and fee arrangements.
- 16.305 Contract Clauses
  - Directs the clauses (FAR Part 52) that the contracting officer must add to contracts related to the use of Cost Reimbursable contracts

Contract Types

- 16.4: Incentive Contracts
  - RFO Combines all other than Fixed Fee discussions into this section.
  - 16-401 General: Provides background on the Description, Limitations, and the data collection and analysis activities that are required when the government initiates an incentive type contract.
- 16.402 Award-fee
  - Suitable for use when- (a) The work to be performed is too complex or uncertain to set predetermined objective incentive targets applicable to cost, schedule, and technical performance; (b) The likelihood of meeting acquisition objectives will be increased by using a contract that effectively motivates the contractor toward exceptional performance and provides the Government with the flexibility to evaluate both actual performance and the circumstances under which work was achieved; and (c) Any additional administrative effort and cost required to monitor and evaluate performance are justified by the expected benefits as documented by a risk and cost benefit analysis to be included in the determination and findings referenced in 16.401-2.
  - Basically – there is a need to have a Plan developed and an Approved fee determining official (Formerly a set of people).
    - A portion of the possible award fee is given based on the rating of the effort:
      - Excellent: 91%-100% of fee can be awarded
      - Very Good: 76% - 90% of the fee can be awarded
      - Good: 51% to 75% of the fee can be awarded
      - Satisfactory: No more than 50% of the fee can be awarded
      - Unsatisfactory: 0% of the fee would be awarded.
  - 16.402-3 Discusses Fixed-Price Award Fee
  - 16.402-4 Discusses Cost-plus Award Fee

Contract Types

- 16.403: Application of predetermined, formula-type incentives
  - 16-403-1: Cost incentives:
    - Cost incentives take the form of a profit or fee adjustment formula and are intended to motivate the contractor to effectively manage costs. No incentive contract may provide for other incentives without also providing a cost incentive (or constraint).
  - 16.403-2: Performance Incentives
    - Performance incentives may be considered in connection with specific product characteristics (e.g., a missile range, an aircraft speed, an engine thrust, or a vehicle maneuverability) or other specific areas of the contractor’s performance. Incentives should be linked to the contractor’s profit or fee based on how their actual performance compares to the set targets.
  - 16.403-3: Delivery Incentives
    - Delivery incentives should be considered when improvement from a required delivery schedule is important to the Government. These should include a reward-penalty structure in the event of Government-caused delays or other delays beyond the control, and without the fault or negligence, of the contractor or subcontractor.

Contract Types

- 16.404: Fixed-price incentive contracts.
  - 16-404-1: Fixed-price incentive (firm target) contracts:
    - Description. A fixed-price incentive (firm target) contract specifies a target cost, a target profit, a price ceiling (but not a profit ceiling or floor), and a formula for profit adjustments. When the final cost is less than the target cost, application of the formula results in a final profit greater than the target profit; conversely, when final cost is more than target cost, application of the formula results in a final profit less than the target profit, or even a net loss. If the final negotiated cost exceeds the price ceiling, the contractor absorbs the difference as a loss.16.403-2: Performance Incentives
  - 16.404-2: **Fixed-price incentive (successive targets) contracts**
    - Description. A fixed-price incentive (successive targets) contract specifies the following elements, all of which are negotiated at the outset: (1) An initial target cost. (2) An initial target profit. (3) An initial profit adjustment formula to calculate the firm target profit, including a ceiling and floor for the firm target profit. (4) The production point at which the firm target cost and firm target profit will be negotiated. (5) A ceiling price.
      - (b) Limitations. This contract type may be used only when- (1) The contractor's accounting system is adequate for providing data for negotiating firm targets and a realistic profit adjustment formula, as well as later negotiation of final costs; and (2) Cost or pricing information adequate for establishing a reasonable firm target cost is expected to be available early on in contract performance.
      - (c) Contract schedule. The contracting officer must specify in the contract schedule the initial target cost, initial target profit, and initial target price for each item subject to incentive price revision.

Contract Types

- 16.405: Cost-plus-incentive-fee contracts
  - A cost-reimbursement contract that adjusts the initially negotiated fee based on a formula comparing total allowable costs to total target costs. This contract type includes a target cost, target fee, minimum and maximum fees, and a fee adjustment formula. After contract performance, the contractor's fee is determined using the specified fee formula. The formula allows for fee increases above the target fee when total allowable costs are less than target costs, and fee decreases below the target fee when total allowable costs exceed target costs, creating an incentive for effective contract management. When total allowable costs fall outside the range of the fee formula, the contractor receives total allowable costs plus either the minimum or maximum fee
- 16.406: Contract clauses
  - Directs the clauses (FAR Part 52) that the contracting officer must add to contracts related to the use of Incentive contracts

Contract Types

- 16.5: **Indefinite-Delivery Contracts**
  - Awards of indefinite-delivery contracts and subsequent orders and establishes a preference for making multiple awards of indefinite-quantity contracts.
  - Delivery-order contract means a contract for property [supplies] that does not procure or specify a firm quantity of property (other than a minimum or maximum quantity) and that provides for the issuance of orders for the delivery of supplies during the period of the contract.
  - Task-order contract means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.
  - There are three types of indefinite-delivery contracts: definite-quantity contracts, requirements contracts, and indefinite-quantity contracts. The appropriate type of indefinite-delivery contract may be used to acquire supplies and/or services when the exact times and/or exact quantities of future deliveries are not known at the time of contract award. Pursuant to 10 U.S.C. 3401 and 41 U.S.C. 4101, requirements contracts and indefinite-quantity contracts are also known as delivery-order contracts or task-order contracts.

Contract Types

- 16.502: **Definite-quantity contracts**
  - A definite-quantity contract provides for delivery of a definite (fixed) quantity of specific supplies or services for a fixed period, with deliveries or performance to be scheduled at designated locations upon order. The delivery schedule and/or location may be flexible or set, but the total number of items or services to be delivered under the contract will not change.
- 16.503 Requirements Contracts.
  - A requirements contract provides for filling all actual purchase requirements of designated Government activities for supplies or services during a specified ordering period exclusively from one contractor, with deliveries or performance to be scheduled by placing orders with the contractor.
- 16.504 Indefinite-quantity contracts.
  - An indefinite-quantity contract provides for an indefinite quantity, within stated limits, of supplies or services during an ordering period. The Government places orders for individual requirements. Quantity limits may be stated as number of units or as dollar values.
- 16.504-3 **Multiple award preference.**
  - (a) (1) Except for indefinite-quantity contracts for advisory and assistance services as provided in paragraph (b) of this subsection, the contracting officer must, to the maximum extent practicable, give preference to making multiple awards of indefinite-quantity contracts under a single solicitation for the same or similar supplies or services to more than one source

Contract Types

- 16.505 Solicitation provisions and contract clauses
- 16.506 Postaward procedures for placement of task and delivery orders
- 16.507 Additional ordering procedures for multiple-award contracts
  - 16.507-1 Placement of orders valued at or below the micro-purchase threshold
  - 16.507-2 Fair opportunity procedures
  - 16.507-3 Orders valued above the micro purchase threshold but not above the SAT
  - 16.507-4 Orders valued above the SAT but not above $7.5 million.
  - 16.507-6 Exceptions to fair opportunity
  - 16.507-7 Items peculiar to one manufacturer
- 16.508 Protests of orders
  - (a) No protest under part 33 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except—
    - (1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or (2)
      - (i) For agencies other than DoD, NASA, and the Coast Guard, a protest of an order valued in excess of $10 million (41 U.S.C. 4106(f)); or
      - (ii) For DoD, NASA, or the Coast Guard, a protest of an order valued in excess of $35 million (10 U.S.C. 3406(f)).
  - (b) Protests of orders in excess of the thresholds stated in paragraph (a)(2) of this section may only be filed with the Government Accountability Office, in accordance with the procedures at 33.105.
  - (c) For protests of small business size status for set-aside orders, see part 19.

Contract Types

- 16.6 Time-and-Materials, Labor-Hour, and Letter Contracts
  - 16.601 Time-and-materials contracts.
    - A time-and-materials contract provides for acquiring supplies or services on the basis of- (a) Direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and (b) <u>Actual cost</u> for materials (except as provided for in part 31). [*no profit on materials]*
    - A time-and-materials contract may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.
  - 16.602 Labor-hour contracts
    - A labor-hour contract is a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor.
  - 16.603 Letter contracts.
    - A letter contract is a written preliminary contractual instrument that authorizes the contractor to begin immediately manufacturing supplies or performing services.
    - A letter contract may be used when (1) the Government's interests demand that the contractor be given a binding commitment so that work can start immediately and (2) negotiating a definitive contract is not possible in sufficient time to meet the requirement. However, a letter contract should be as complete and definite as feasible under the circumstances.

Contract Types

- Subpart 16.7 – Agreements
  - 16.701 Scope.
    - This subpart prescribes policies and procedures for establishing and using basic agreements and basic ordering agreements. (See part 12 for additional coverage of BPAs and see part 35 for additional coverage of basic agreements with educational institutions and nonprofit organizations.)
  - 16.702 Basic agreements
    - (a) A basic agreement is a written instrument of understanding, negotiated between an agency or contracting activity and a contractor, that-
      - (1) Contains contract clauses applying to future contracts between the parties during its term; and
      - (2) Contemplates separate future contracts that will incorporate by reference or attachment the required and applicable clauses agreed upon in the basic agreement.
    - (b) A basic agreement is not a contract.
  - 16.703 Basic ordering agreements.
    - Same as a Basic agreement, but it also provides for Methods for pricing, issuing, and delivering future orders under the basic ordering agreement.

Past Performance:

- Past Performance will impact future contract awards.
- As a Federal Contractor it is critical for you to understand the Contractor Performance Assessment Reporting System (CPARS), which collects and maintains Contractor's Past Performance Information.
- Past performance is now included in the selection criteria in Government contracts. It is essential for the Contractor to review the comments and ratings for timeliness and accuracy.
- Contractors should be aware that there may be an opportunity to modify results with the assessing official and possibly shape the performance evaluation.
- Understanding the process and management of your CPARS record will support a stronger past performance evaluation of your next bid or proposal.

Past Performance

WHAT IS CPARS?

Contractor Performance Assessment Reporting System (CPARS) is:

Web-enabled application that collects and manages a library of automated contractor report cards.

Three Components Within CPARS

- Contractor Performance Assessment Reporting System (**CPARS**) – Systems, Services, Operations Support, Information Technology, Architect-Engineer and Construction
- Integrity Records
- View Performance Records – Used by Government source selection officials

WHY DOES GOVERNMENT EVALUATE PAST PERFORMANCE?

- Federal Acquisition Regulation **(FAR) Part 42.15** instructs the Government to evaluate past performance, with the collection and maintenance of the information in CPARS.
- Past Performance shall be evaluated in many source selections (award decisions) for negotiated competitive acquisitions expected to exceed the Simplified Acquisition Threshold. Note: the FAR Overhaul may change this.
- Helps in assuring contractors with exceptional past performance are awarded additional contracts. Government wants contractors that perform well.
- Helps in assuring contractors with unsatisfactory past performance are <u>not</u> awarded additional contracts.

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CPARS PRIMARY OBJECTIVES

- Ensure Current, Complete, and Accurate Information on Contractor Performance is Available for Use in Source Selections
- Support Best Value Source Selection Decisions – Awards for Proven Performers
- Provide Up-To-Date Documentation of Contractor's Ability to Provide Quality, On-Time Products and Services that Conform to Contractual Requirements
- Motivate Improved Performance
- Support Responsibility Determinations of Prospective Contractors.

CPARS EVALUATIONS

For Official Use Only. Treated as Source Selection Information.

IAW FAR 2.101, 3.104-4, 42.11, 42.15

- Pre-Decisional in Nature
- Protected Throughout Life Cycle
- Accessible By:
  - Government Personnel with Need to Know
  - Contractor who is Subject of Evaluation
- Not Releasable Under Freedom of Information Act (FOIA)
- Procurement Integrity Act 41 USC 423, violators have been prosecuted.
- Evaluations May Be Transmitted via Email
- Evaluations for Classified Programs are <u>not</u> entered into CPARS

PAST PERFORMANCE PROCESS OVERVIEW

WHEN ARE CPARS EVALUATIONS COMPLETED?

- Prepared at least annually – Interim assessments
- And prepared at time work under contract or order is completed
- Not cumulative – Government assesses only performance occurring after last evaluation period
- Retained for 3 Years in CPARS after contract completion (6 years for A/E and Construction)

Evaluated Contract Elements

- Technical – Quality of product or service
- Cost Control – Managed and Controlled Cost (Not Required for Fixed Priced Contracts)
- Schedule – Timeliness – Met Delivery Schedules
- Management or business relations
- Small Business Subcontracting, including reduced or untimely payments to small business subcontractors when part 19 requires a subcontracting plan.
- Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

  (FAR 42.1503)

Note regarding subcontractors

- Prime contractor's performance is evaluated only
- Subcontractor performance is not evaluated as there is privity of contract between prime-sub
- Government may acknowledge subcontractor effort if sub provides critical aspect or 25% or more of effort
- Government may address in narrative and include sub's name and Unique Entity ID
- Government may address prime's ability to manage the subcontractor

CONTRACTOR RATINGS

CPARS uses ratings outlined in FAR 42.1503 of

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

Ratings of Satisfactory or better is considered a good rating for the contractor.

RATINGS AND NARRATIVES

Rating Definitions (See FAR 42.1503 Table 42-1 for details)

Rating	Contract Requirements	Problems	Corrective Actions
Exceptional	Exceeds Many - Gov't Benefit	Few Minor	Highly Effective
Very Good	Exceeds Some - Gov't Benefit	Some Minor	Effective
Satisfactory	Meets All	Some Minor	Satisfactory
Marginal	Does Not Meet Some - Gov't Impact	Serious; Recovery Still Possible	Marginally Effective; Not Fully Implemented
Unsatisfactory	Does Not Meet Most - Gov't Impact	Serious; Recovery Not Likely	Ineffective

RATINGS AND NARRATIVES

Small Business Subcontracting Rating Definitions Table 42-2

Rating	Subcontracting Plan	ISR/SSR	Benefits / Impacts
Exceptional	Met All Goals & Exceeded at Least One	Accurate & Timely	Multiple Significant Events of Benefit
Very Good	Met All Traditional Goals & at Least One Other Goal	Accurate & Timely	Significant Event of Benefit
Satisfactory	Good Faith Effort to Meet Goals	Accurate & Timely	Minor Problems; Major Problems w/ Corrective Action
Marginal	Deficient in Meeting Key Plan Elements	Inaccurate; Untimely	Corrective Action Plan Required
Unsatisfactory	Noncompliant; Uncooperative	Inaccurate; Untimely	Multiple Significant Problems; Liquidated Damages

Government responsibilities

- Registration of contract into CPARS system
- Collect input from entire program/project team
- Narrative required for each rated element
- Provide accurate, fair, and comprehensive evaluation
- Address recent and relevant contractor performance
- Provide reader a with complete understanding of the contractor's performance
- Recognize Government's role in contractor's inability to meet requirements
- Recognize risk within contract and document problems and solutions
- File interim reports every 12 months for contracts longer than one year or with options
- Contain non-personal and objective statements
- Indicate major/minor strengths/weaknesses (FAR 42.1503 Procedures)

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Contractor responsibilities

- 60 Calendar Days to Respond
    - System Generated Email Notifications Days - 1 -14 daily email
- 7 Calendar Days to Request Meeting to Discuss CPAR
- Review Administrative Information, Ratings, and Narratives
- Provide Clear and Concise Responses
    - 24,000 Character Limit per Evaluation Area and General Comments
- Provide Concurrence / Non-Concurrence, Name, and Title
- Send to Assessing Official

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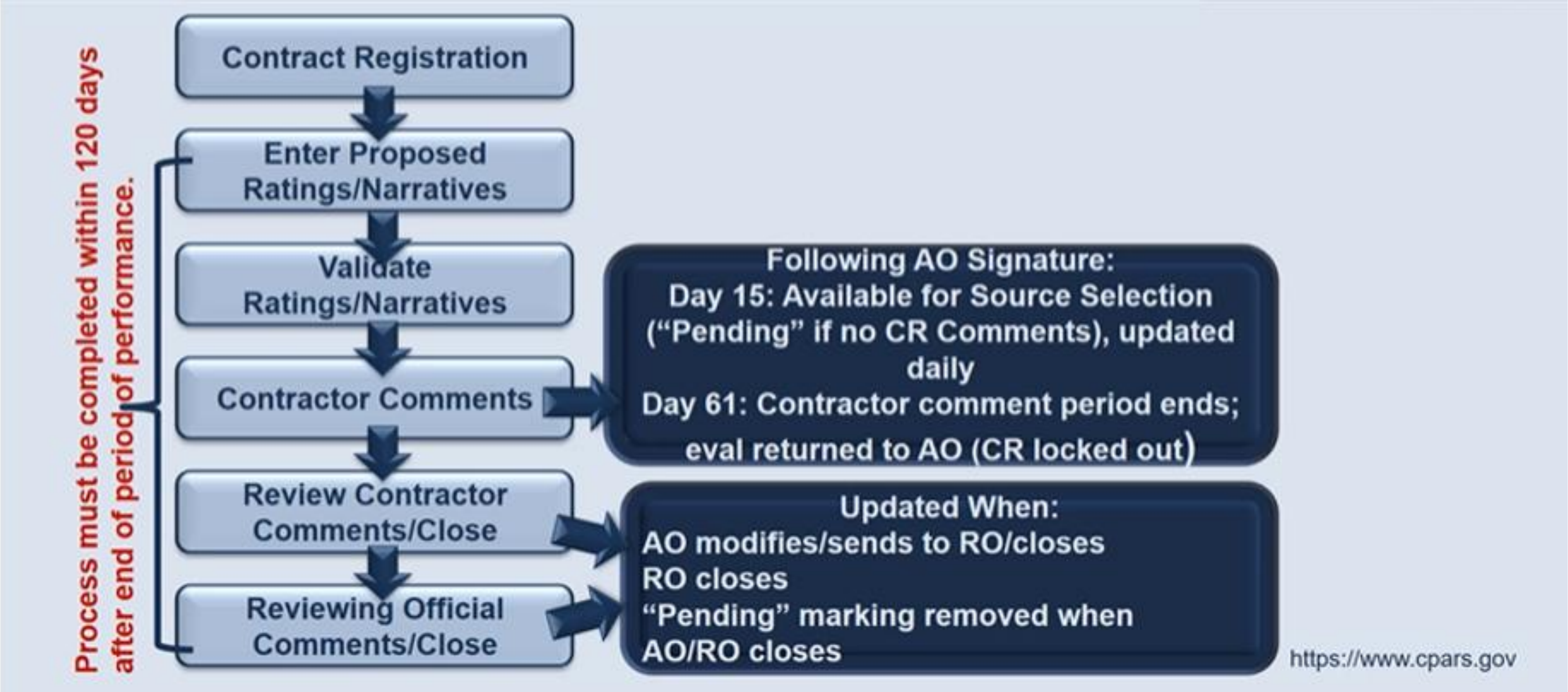
Contractor comments – contractor guidance included in transmittal email

- Protect the CPARS
  - Handle as “Source Selection Information”
- Prohibited Use
  - Advertising
  - Promotional Material
  - Pre-Award Surveys
  - Production Readiness Reviews
- Contractors should
  - Acknowledge Receipt
  - Comment
  - Respond Within 60 Calendar Days

Cpars workflow



Before contract even begins:

- Bring up contract evaluation at the post-award conference
- Identify expectations and discuss areas to be evaluated
- Understand contract objectives
- Obtain copies of any available policy guides
- Identify program metrics
- Understand contract evaluation deadlines
- Identify Your Past Performance POC in SAM.gov registration.

During contract performance

- Document problems and solutions – use non-personal and objective statements
- Communicate with the government official – obtain feedback
- Address concerns in either face to face or virtual meetings
- Examine all quality reviews
- Provide government with self evaluation

Do not wait until the final contract evaluation to communicate with the government.

After contract performance

- Complete CPARS by due date
- Review and respond to each rating factor
- Ensure comments received – contact Government Official
- Look for automatic email notifications from CPARS
- CPARS will notify contractor representative (CR) via email once the CPARS evaluation is completed by the Government.
- This CR is the Past Performance POC listed in SAM.gov.

What you can do if you receive a negative rating

- Negative CPARS reviews can have a significant adverse impact on future contract awards. Companies should contest against negative CPARS ratings when justified.
- The Federal Acquisition Regulations (FAR) has detailed procedures for how CPARS reviews are to be conducted. The regulations include definitions for ratings. When you evaluate your ratings, crosswalk them against the regulations.
- Negotiations with the agency are your best chance to overturn negative ratings. Do not be afraid to engage the agency in a dialogue about why you believe the ratings should be changed.
- Stick to the facts. When you rebut CPARS ratings, utilize objective, verifiable facts to show why your rating should be changed.
- You can appeal. You can appeal a negative rating to a Board of Contracts Appeal or the Court of Federal Claims if you provided a rebuttal and followed the contract's disputes procedures.

Corporate senior contractor access

Corporate Senior Contractor Representative

- View all evaluations related to Unique Entity ID numbers for their corporation
- View ratings, status reports, and metrics
- View Contractor Representative assigned
- Review Past Performance
- Comment on Integrity Reports

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Corporate senior contractor access

- When requesting access, Requesting User's email address and SAM UEI must match the email address and SAM UEI of the Data Entry or Administrator role in their SAM profile
- This access level will not allow you to comment on a performance evaluation

Requesting corporate senior contractor representative access

Reviewing Records and Managing Users

Corporate Senior Contractor Representative functions:

(Contractor Personnel Only)

Note: This access level will not allow you to comment on a performance evaluation.

- View all Evaluations related to the Unique Entity ID numbers applicable to their corporation.
- View Ratings, Status Reports, and Metrics.
- View Contractor Representative assigned.
- Comment on Integrity Records.

Request Corporate Senior Contractor Representative Access

Requesting corporate senior contractor representative access

Corporate Senior Management Access Request

1. Need a Verification Code? Enter Email Address and click Send Code.

2. Have a Verification Code? Enter Email Address and Verification Code. Click Confirm Code.

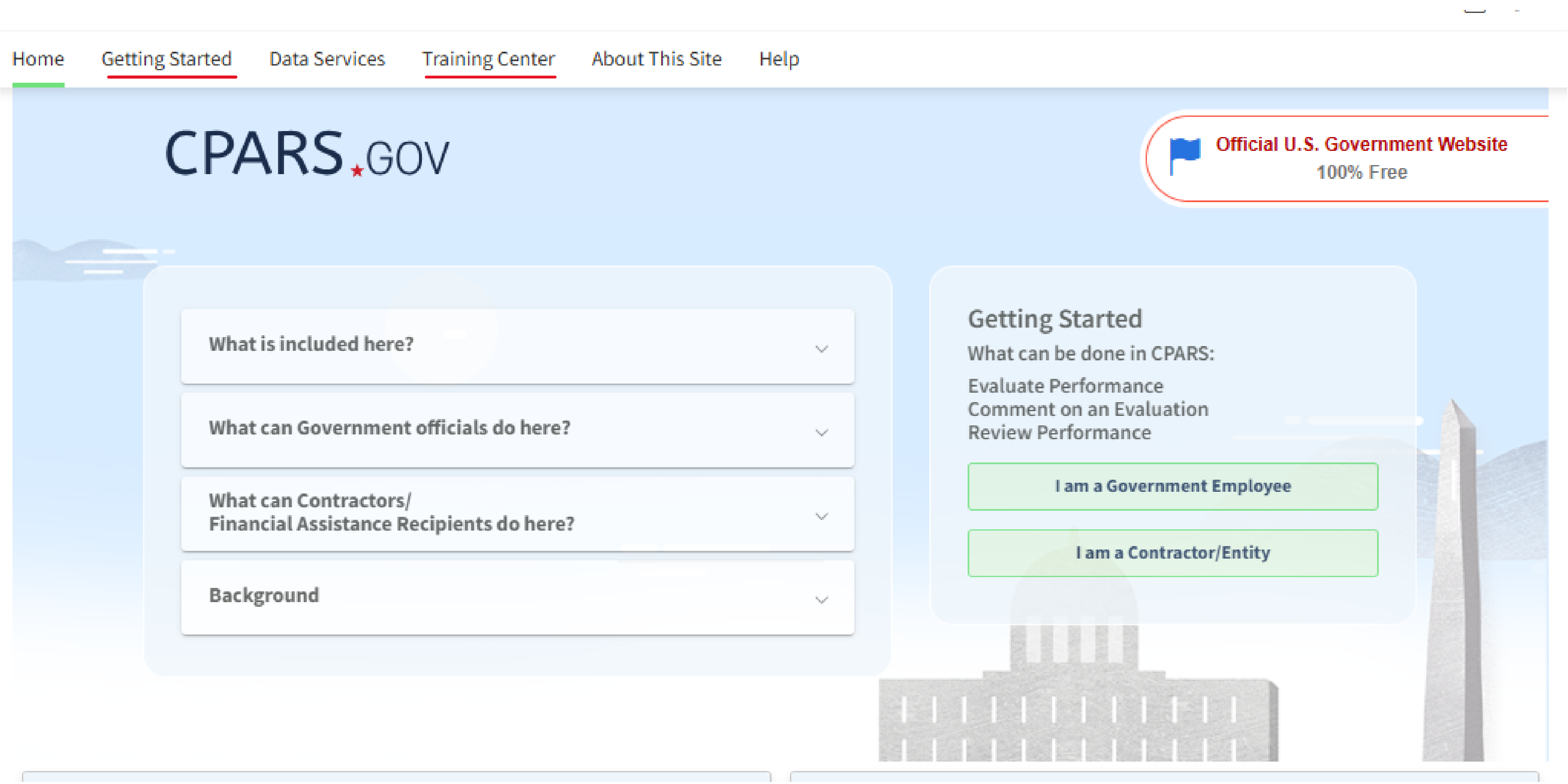
Email Address: [ ] **Send Code**

Verification Code: [ ] **Confirm Code**

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Logging in

CPARS.gov



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Integrity records

Integrity Records (formerly known as Federal Awardee Performance and Integrity Information System (FAPIIS)

For Government Use Only

- Non-Responsibility Determinations
- Terminations for Cause and Terminations for Default
- Defective Pricing
- DoD Determination of Contractor Fault
- Information on Trafficking in Persons
- Subcontractor Payment Issues
- Administrative Agreements

Does not include Suspensions or Debarments (SAM.gov)

Integrity records

- Information entered by government personnel in the Integrity Records component of CPARS
- Information also retrieved from the Entity Management section of SAM
- Generally reported within 3 working days, however, it can take 30 days to complete the record
- Records are retained for 5 years following Action Date
- The Contractor is notified via email and the record becomes available to the Contractor for review and comment
- Information is used in source selection
- Viewed in CPARS by Corporate Senior Contractor Representative under Performance Records – Contractor can add comments in CPARS

Public access to integrity records information

- Located in SAM at https://sam.gov
- Called **Responsibility/Qualification Reports**
- Records are available as soon as the Government completes the record in CPARS
- Download Excel file and then search

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SAM.GOV®

The Official U.S. Government System for:

Contracting
Contract data including Opportunities, Awards and Subcontractor reports

Federal Assistance
Assistance Listings and Subaward Reports (was FSRS.gov)

Wage Determinations

Entity Information
Entities, Disaster Response Registry, Exclusions, and Responsibility / Qualification (was FAPIIS.gov)

Federal Hierarchy
Departments and Subtiers

Entity Reporting
SCR and Bio-Preferred Reporting

Are you searching for Federal Acquisition Supply Chain Security Act (FASCSA) orders?

View FASCSA Orders

public access to integrity record info

SAM.GOV

Sign In

Home Search Data Bank Data Services Help

Show Reports For

- Assistance Listings
- Contract Opportunities
- Contract Data
- Entity Information
- Federal Hierarchy

Report Type

- Static

Data Bank

SAM.gov reports support analysis of the federal award lifecycle. The DataBank allows you to download or run reports on various domains. Depending on the domain, different types of reports are available. Reports range from static pre-generated reports to fully customizable ad hoc reports. You must be signed in to run most reports, and roles assigned to you determine which reports are available for you to run.

Entity Information Reports

Reports can assist contract and assistance officials with making responsibility or qualification determinations for vendors.Some entity information reports are available to the public.

Static Reports

Static reports are pre-generated, downloadable reports. They are available in Microsoft Excel format and provide entity-level information.

How does the Unique Entity ID appear in the responsibility/qualification static reports?

Responsibility/qualification static reports include the Unique Entity ID only. Users can search by legal business name, Unique Entity ID, or CAGE code. If a record exists, all data will be provided.

Responsibility/Qualification Reports

Responsibility/qualification reports in SAM.gov contain all the information formerly available from the Federal Awardee Performance and Integrity Information System (FAPIIS). There is a 14 calendar day delay in publicly posting responsibility/qualification information on SAM.gov.

All Responsibility and Integrity Records

The All Responsibility and Integrity Records report includes all government-entered responsibility/qualification records required by Federal Acquisition Regulation (FAR) Subparts 9.105-2, 9.406-3, and 42.1503 Defense FAR Supplement (DFARS) 209.105-270.

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Questions

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Resources

CPARS Customer Support Desk (Monday-Friday 6:30 am to 6:00 pm ET)

- Phone: 207-438-1690
- Email: cpars-helpdesk@us.navy.mil
- CPARS Web Site: www.cpars.gov

PIEE Help Desk: 866-618-5988 (Monday-Friday 6:30 am to midnight ET)

Wisconsin Procurement Institute - Phone: 414-270-3600
www.wispro.org

Upcoming Events

Cyber Thursday

Cyber Friday is a series of one-hour webinars focusing on critical topics for DOD contractors and subcontractors in cyber security, data security, and CMMC. Attendees receive 1 CPE credit for attending.

- June 25 – Cybersecurity Requirements for Non-Department of War Contractors and Suppliers
- July 16 – A Guide to Strong Supporting Documentation
- August 27 – Determining Your Real CMMC Compliance Responsibilities

…More information and registrations at wispro.org/events

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Federal Market Insights

Federal Market Insights [FMI] is an informal podcast designed to provide valuable information about the government marketplace for businesses interested in government contracting.

- June 9 – Beyond the Capabilities Statement
- June 16 – Defense Production Act for Energy
- June 23 – Understanding Military Sealift Command
- June 30 – Issues Facing the DIB

…More information and registrations at wispro.org/events

Acquisition Hour

The Acquisition Hour webinar series covers a range of topics from market entry, sales growth, small business certifications, compliance, and more. Attendees receive 1 CPE credit for attending.

- June 3 – Things to Know When Contracting with the Federal Government
- June 17 – Update on SBIR – STTR

…More information and registrations at wispro.org/events

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Events Newsletter

This webinar is eligible for

1 CPE credit

To receive a certificate of completion, contact
apexaccelerator@wispro.org

PRESENTED BY

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