

Controlled Unclassified Information (CUI)  
PITNEY BOWES Rental and Maintenance Meters and Equipment  
SP4701-23-Q-0020

**Combined Synopsis Solicitation**  
**Request for Quote**  
**SP4701-23-Q-0020**

- (1) Action Code: N/A
- (2) Date: December 05, 2022
- (3) Year: 2022
- (4) Contracting Office Zip Code: 19111
- (5) Classification Code: 532420
- (6) Contracting Office Address:  
  
DLA Contracting Services Office  
Bldg. 6, 700 Robbins Avenue  
Philadelphia, PA 19111
- (7) Subject: Rental and Maintenance support of Pitney Bowes meters and equipment
- (8) Proposed Solicitation Number: SP4701-23-Q-0020
- (9) Closing Response Date: **December 12, 2022, 8:00 am, Eastern Time**
- (10) Contact Points: Contracts Specialist: Rhonda Saunders; [rhonda.saunders@dla.mil](mailto:rhonda.saunders@dla.mil); (215) 737-9107;
- (11) Contract Award: N/A
- (12) Contract Award Dollar Amount: N/A
- (13) Contract Line Item Number: See Section 1 below.
- (14) Contract Award Date: N/A
- (15) Contractor N/A
- (16) Description:
  - (i) This is solicitation for Commercial Products and Commercial Services prepared in accordance with the format provided at FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the

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- only solicitation; proposals are being requested and a written solicitation will not be issued. This requirement is being issued on an unrestricted basis.
- (ii) Solicitation Number: SP4701-22-Q-0020; this solicitation is issued as a Request for Quotation (RFQ).
  - (iii) This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2022-04.
  - (iv) The North American Industrial Classification System (NAICS) code for this acquisition is 532420 (Size Standard: \$35 Million).
  - (v) **BASIS FOR AWARD:** This procurement will be awarded to a responsible vendor on a competitive basis in accordance with the provisions of FAR Part 12 and 15.4. The Government will review the proposal for technical acceptability; and at a fair and reasonable price. The Government will review the proposal to ensure that the proposal meets the requirements set forth in the Performance Work Statement (PWS). Technical acceptability will be based on the vendor technical approach and their ability to demonstrate a thorough understanding of the PWS.

The offeror is responsible for providing adequate documentation to enable a thorough evaluation of the proposal. The vendor shall submit a proposal that clearly and concisely describes and defines the vendor's response to the objectives/requirements contained in the RFQ.

**CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS**

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States

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Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

<b>SECTION 1.0: GENERAL INFORMATION</b>
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**When submitting a proposal please use the following format:**

Base Period (12-Months)					
CLIN	Description	QTY	Unit	Unit Price	Total Price
0001	Pitney Bowes Services	12	Mo	\$	\$

Option Period 1 (12-Months)					
CLIN	Description	QTY	Unit	Unit Price	Total Price
1001	Pitney Bowes Services	12	Mo	\$	\$

Option Period 2 (12-Months)					
CLIN	Description	QTY	Unit	Unit Price	Total Price
2001	Pitney Bowes Services	12	Mo	\$	\$

**SOLICITATION CLAUSES:**

**FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a firm fixed price contract resulting from this solicitation. The requirement will be awarded directly to Pitney Bowes, Inc.

**FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address:

<http://farsite.hill.af.mil/vmfara.htm>

FAR - <http://farsite.hill.af.mil/vffara.htm>

DFARS - <http://farsite.hill.af.mil/vfdfara.htm>

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FAR 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)  
FAR 52.204-7 System for Award Management (Oct 2018)  
FAR 52.204-13 – System for Award Management Maintenance (Oct 2018)  
FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)  
FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)  
FAR 52.212-1, Instructions to Offerors -- Commercial Products and Commercial Services (Nov 2021)  
FAR 52.212-2, Contract Terms and Conditions – Commercial Products and Commercial Services (Nov 2021)  
FAR 52.224-1 – Privacy Act Notification (Apr 1984)  
FAR 52.224-2 -- Privacy Act (Apr 1984)  
FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)  
FAR 52.233-2 Service of Protest (SEP 2006)  
FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
FAR 52.237-3 Continuity of Services (JAN 1991)  
FAR 52.246-25 Limitation of Liability -- Services (Feb 1997)  
DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)  
DFARS 252.204-7000 Disclosure of Information (Oct 2016)  
DFARS 252.232-7010 Levies on Contractor Payments (Dec 2006)  
DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Dec 2018)  
DFARS 252-204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)  
DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)  
DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)  
DFARS 252.243-7002, Requests for Equitable Adjustment (Dec 2012) (10 U.S.C. 2410)  
DLAD 52.233-9001 Disputes --Agreement to Use Alternative Dispute Resolution (Dec 2016)  
DLAD 5452.233-9001 Disputes – Agreement to Use Alternative Dispute Resolution (ADR) (Jun 2020)  
DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal (Mar 2012)  
DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Jan 2012)  
DFARS 252.225-7052 Restriction on Acquisition of Certain Magnets, Tantalum, and Tungsten (Oct 2020)  
**FAR 52.212-1 -- Instructions to Offerors -- Commercial Items. (Nov 2021)**  
  
**FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Oct 2022)**  
**FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (Nov 2021)**  
  
**FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or**

**Executive Orders -- Commercial Items (Oct 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4))

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9

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- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999)  
(15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside  
(Oct 2022) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022)  
(15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically  
Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned  
Small Business Concerns Eligible Under the Women-Owned Small Business Program  
(Dec 2015) (15 U.S.C. 637(m)).
- \_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- \_X\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Oct 2019)  
(E.O.13126).
- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_X\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)  
(29 U.S.C.793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations  
Act (Dec 2010) (E.O. 13496).
- \_X\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019)  
(22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).



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\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_\_ (45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).



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\_\_\_ (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (48) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_X\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)  
(29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award., the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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- (viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiv)
- (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx)
- (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

(a) *Definition.* “Contracting officer's representative” means an individual designated in accordance with subsection [201.602-2](#) of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

**Contracting Officer's Representative (COR)**

(a) A COR will be assigned at time of award.

(b) The COR is responsible for monitoring, processing, and the overall technical management of the contractor's performance of this contract and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government unless the agreement is formalized by proper contractual document executed by the Contracting Officer prior to completion of this contract.

(c) On all matters pertaining to contract terms, the contractor will contact the Contracting Officer. When in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract or order, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such request, unless and until the Contracting Officer has issued a contract modification.

**DFARS 252.232-7006 -- Wide Area Workflow Payment Instructions (Dec 2018)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing*. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access*. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type*. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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*(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)*

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

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Invoice 2in1

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*(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)*

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

*[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]*

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP4701
Admin DoDAAC**	SP4701
Inspect By DoDAAC	
Ship To Code	
Ship From Code	



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Mark For Code	
Service Approver (DoDAAC)	TBD at Time of Award
Service Acceptor (DoDAAC)	TBD at Time of Award
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[Michelle.pampel@dla.mil](mailto:Michelle.pampel@dla.mil)

*(Contracting Officer: Insert applicable information or "Not applicable.")*

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

**FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel. (Jan 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

**DLA SOP J72. 001 (1 August 2014)**

ATTACHMENT A

Contractor Instructions

Include the following language in each Performance Work Statement (PWS) or Statement of Work (SOW) where contract employees are required to obtain a CAC:

Common Access Card (CAC) Procedures

Performance under this contract may require the contractor to obtain a Common Access Card (CAC). If CACs are issued under this contract, the contractor shall complete and comply with the following steps to obtain, control, and turn-in Government-issued CACs, as well as establish procedures to control and account for contractor CACs at all times. This process is only for the issuance and accountability of CACs. Contractors may be required to provide additional forms and follow additional procedures for other forms of access and/or background/security checks depending on local site/installation requirements.

1. The contractor has each contractor employee requiring a CAC complete and sign Sections I and II of the DD Form 1172-2. The instructions for completing the DD Form

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1172-2 are located at <http://www.cac.mil/docs/1172-2-Instructions.pdf>.

- For Section II, Block 22 - If the contractor employee signs and the DD Form 1172-2 it is then forwarded by the contractor. This provides verification for the employee information. If the contractor is submitting a DD Form 1172-2 for him/herself (e.g., the owner), with no higher authority above them for verification, then the signature in Block 22 must be notarized to verify identity.
2. The contractor forwards the DD Form(s) 1172-2 via hand-carry, secure mail, or encrypted email to (NOTE: The contractor may forward these forms individually or as a group):
- The Contracting Officer's Representative (COR) for the contract, if a COR was designated.
  - The Contracting Officer (CO) for the contract, if no COR was designated.
3. Each contractor employee must verify his/her account information upon receipt of an email from the Government containing a username and password for the Trusted Associate Sponsorship System (TASS). The web link for TASS is included in the email.
4. Each contractor employee will receive an email via TASS when his/her account has been approved. The email will notify the employee to obtain a Government-issued CAC from the nearest Real-Time Automated Personnel Identification System (RAPIDS) office. The email will also provide a link that identifies the locations of RAPIDS offices.
5. Each contractor employee shall obtain his/her issued CAC from the RAPIDS office.
6. The contractor, within one (1) business day of issuance, provides written notice via email identifying the contractor employee's name, the date of issuance, and the date of expiration of the CAC. This notification may be made individually for each contractor employee or together for a group of contractor employees.
7. The contractor establishes procedures to control and account for Government-issued contractor CACs at all times, to include the following:
- Ensure contractor CACs issued for this contract are only used for the purpose of performing under this contract.
  - Ensure contractor CACs are secured in a manner that precludes unauthorized use and that recognizes the CAC is the property of the U.S. Government.
  - Ensure contractor employees do not abuse or place holes in their CACs.

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- Ensure contractor employees do not display their CACs in public.

8. If a contractor CAC is lost or stolen:

- The contractor employee shall immediately notify the contractor that the contractor CAC has been lost or stolen.
  - The contractor shall immediately notify the COR (or the CO, if no COR was designated), detailing the circumstances regarding the lost or stolen contractor CAC, as follows:
    - In person, followed within one (1) business day by a written notice via email, or
    - In writing, via email, or
    - By telephone, followed within one (1) business day by a written notice via email.
  - The contractor shall report the lost or stolen CAC card to the local DLA Police/host installation police, who will provide the contractor a police report. If there is no local DLA Police/host installation police, or no police report is provided, the contractor shall provide information to the COR/CO, as applicable, detailing the circumstances of how the CAC was lost or stolen. The COR/CO will provide a memorandum for the contractor employee to support issuance of new CAC.
  - The contractor has the contractor employee bring the report/memorandum to the nearest RAPIDS office. If the CAC can be reissued within 24 hours, bring the report/memorandum to the nearest CAC office for reissue. If the CAC cannot be reissued in 24 hours, follow the steps for a new CAC, beginning at Step 1.
9. If the expiration date for a contractor CAC is prior to completion of the contract and the contractor employee is to continue working under the contract and still requires a CAC, the contractor:
- Notifies the COR as follows:
    - In person, followed within one (1) business day by a written notice via email, or
    - In writing, via email, or
    - By telephone, followed within one (1) business day by a written notice via email.
  - No less than two (2) weeks prior to the current CAC's expiration date, completes and complies with the steps above beginning with Step 2 for issuance

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of a new contractor CAC for the employee.

- Brings the expiring CAC to the RAPIDS office for turn-in and receives new CAC.

- Notifies the COR once a new CAC has been issued.

10. The contractor/contractor employee turns in any found CACs immediately, via handcarry, to the nearest Federal law enforcement office.

11. The contractor immediately collects all contractor CAC(s) from the contractor employee(s) at:

- Contract completion or termination

- Termination/Reassignment of an employee (this includes any reason the employee is no longer working for the contractor under the contract or otherwise no longer requires a CAC)

12. The contractor:

- For contract completion or termination – within one (1) business day after collecting the contractor CAC(s), arranges for turn-in via one of the below methods:

- i. If the COR/CO is co-located or near enough that in-person transfer of CACs can be arranged, the contractor:

- Arranges to meet the COR (or the CO, if no COR was designated) to turn-in the collected contractor CAC(s).

- Hand-carries all collected contractor CACs for turn-in to meet the COR (or the CO, if no COR was designated).

- Completes and signs the Government-Issued Contractor CAC Turn-In Receipt with the COR (or the CO, if no COR was designated). The contractor is provided a copy of the receipt.

- ii. If in-person transfer of CAC cannot be arranged, the contractor:

- Sends, via certified mail, the CACs to the COR/CO. The contractor includes in the package the Government-Issued Contractor CAC Turn-In Receipt, with signed acknowledgement of contractor turn-in.

- Notifies COR/CO that CACs have been sent via certified mail.

- Receives a completed copy of the receipt from the COR/CO once the COR/CO has received the CACs.

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- For termination/reassignment of an employee:
  - i. Immediately notifies the COR (or the CO, if no COR was designated) that the employee is no longer working for the contractor under the contract or otherwise no longer requires a CAC, as follows:
    - In person, followed within one (1) business day by a written notice via email, or
    - In writing, via email, or
    - By telephone, followed within one (1) business day by a written notice via email.
  - ii. Follows the turn-in procedures above for contract completion or termination, as applicable.

Contractor Reporting Requirements: The contractor is required to submit, on a monthly basis, to the COR (or the CO, if no COR was designated) a report of all employees working on the contract who have been issued CAC cards and a verification of whether each listed employee still requires a CAC. The report must note where changes have occurred (additions or deletions) since the previous month. Contractor employees who already have a CAC related to another DLA or DoD contract must be included in the monthly report. Contractor shall note the issuing organization and the CAC expiration date. Contractor is still responsible for notifying the COR/CO when the individual is no longer working under the subject contract.

The above procedures have been established as a DLA security measure. Contractors are advised that failure to comply with any of the above requirements will be considered a violation of the terms and conditions of the contract and the Contracting Officer may take action to remedy such violations. Specifically, failure to safeguard, follow these procedures, including reporting requirements, or turn-in CACs within the established timeframes may result in the following actions, which are in addition to other actions the Contracting Officer may take under governing law and regulation and the terms and conditions of the contract:

- Immediate work stoppage (issuance of a stop work order), not to be lifted until resolution of CAC issue
- Disapproval of invoices and delay of payment
- Withholding of final payment (in accordance with FAR 52.204-9)
- Documentation of CAC Non-Compliance in the Contractor Performance Assessment Reporting System (CPARS)

**52.204-9000 Contractor Personnel Security Requirements.**

As prescribed in [4.1303-90](#), insert the following clause:

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2015)

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(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally-controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;
- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;



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(5) Location of on-site workstation or phone number if off-site (if known by the time of award); and

(6) Delivery order or contract number and expiration date; and name of the Contracting Officer.

(d) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).

(3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

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(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic –Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLIC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms, the background investigation has been initiated and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

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(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The Contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account

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with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

(End of Clause)

**FAR 52.217-8 -- Option to Extend Services (Nov 1999)**

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 **3 days**.

(End of Clause)

**FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **3 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **7 days** 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 **36 months**.

(End Clause)

**FAR 52.232-18 -- Availability of Funds (Apr 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the

Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

## **SECTION 2.0: PROPOSAL EVALUATIONV BACKGROUND**

DLA Troop Support, Philadelphia, Medical Directorate requirement to provide rental and maintenance support of Pitney Bowes meters and equipment located at AmerisourceBergen Drug Corporation in Bethlehem, PA, Sacramento, CA., and DMS Pharmaceuticals, Park Ridge, IL along with the DLA Troop Support/FISC Philadelphia mailrooms located in building 27D on the Naval Support Activity Base – Philadelphia.

### **DELIVERY ADDRESS:**

DLA Troop Support-  
Philadelphia Medical Directorate -  
Building# 6, 700 Robbins Avenue  
Philadelphia, PA 19111

### **GENERAL DESCRIPTION**

The Defense Logistics Agency (DLA) Medical Supply Chain has a requirement to rent equipment from Pitney Bowes postage-by-phone meter account for annual maintenance to support controlled substances being shipped overseas to Europe and Pacific customers. Medical has four locations with meters and mailing equipment: AmerisourceBergen Drug Corporation in Bethlehem, PA, Sacramento, CA., DMS Pharmaceuticals, Park Ridge, IL, and DLA Troop Support/FISC Philadelphia mailrooms located in building 27D on the Naval Support Activity Base – Philadelphia.

The Contractor shall also provide maintenance and repair to the Pitney Bowes Meter Devices and associated equipment due to normal wear and tear and bear the expense. Upon placing a call to the Contractor, the customer can speak with a technical service representative and/or place a service call. Contractor will respond to an initial request for service during normal business hours. The initial response will be provided by direct telephone call to the originating party to confirm the receipt of the request for service. Contractor will then provide a service technician to repair the malfunctioning equipment within 24 hours of the original call. If equipment is unable to be repaired, contractor will replace it. Contractor shall bear cost for parts and labor to repair or replace the non-functioning equipment. Replacement equipment will provide at least the same as, if not improved functionality as the original equipment. Contractor shall complete repair to

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insure that the meter machine is operational within one (1) business day. The service technician will run complete status check on the unit to ensure that the operation is smooth and continuous and that there are no issues with the operation.

## **WORKING HOURS**

Regular working hours shall be from 7:30am to 3:30pm Monday to Friday.

## **PERIOD OF PERFORMANCE**

### **12-month Base Year Contract**

December 23, 2022, thru December 22, 2023

### **Two (2) 12-month Option Periods**

December 23, 2023, thru December 22, 2024

December 23, 2024, thru December 22, 2025

## **LOCATION AND POINT OF CONTACT**

### **Invoice POC:**

ATTN: Michelle Pampel 215-737-2138

[Michelle.pampel@dla.mil](mailto:Michelle.pampel@dla.mil)

DLA Troop Support

Philadelphia 700

Robbins Ave

Philadelphia, PA

19111

### **Location of Equipment:**

AmerisourceBergen Drug Co, 5100 Jaendl Blvd, Bethlehem, PA 18017

AmerisourceBergen Drug Co, 1325 West Striker Avenue, Sacramento,

CA 95834 DMS Pharmaceuticals 810 Busse Hwy, Park Ridge, IL 60068

NAVICP/FISC and DLA mailrooms - 27D, Philadelphia, PA 19111

## **SECTION 3.0: PROPOSAL EVALUATION**

### **3.1 Technical Evaluation**

Technical Acceptability for this acquisition will be determined based on Non-Price factor (i.e.: Technical Acceptability).



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### 3.1.1 Non-Price Factors

The vendor's technical acceptability to accomplish the requirements outlined in the performance work statement will be critical to the success of ESS Maintenance Access Control Systems Support. To mitigate any risks associated with this program, it is essential for the vendor to display a clear understanding of the objectives of the program as well as present a solution which is logical, well-defined and meaningful along with sound methods, procedures and strategies specific to their technical acceptability.

#### 3.1.1.1 Technical Acceptability

The vendor's technical acceptability to providing ESS Maintenance Access Control Systems Support will be evaluated to assess the vendors understanding of the scope and complexity of the tasking; will also be evaluated to the extent to which the vendor has proposed a logical, well-defined and integrated approach that will successfully accomplish the requirements of the Performance Work Statement.

#### 3.1.1.2 Past Performance

The vendor shall provide Past Performance Information (PPI) that will be reviewed but used as a factor in determining the vendor's **Responsibility Determination**.

(1) Aspects of Past Performance Evaluation. The past performance results in an assessment of the offeror's probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror's record of recent and relevant past performance information that pertain to the products and/or services outlined in the solicitation requirements. The vendor shall identify its past performance information as requested in the solicitation. The basis of this assessment is from three aspects: 1) Recency and (2) Relevancy and (3) Quality of Historical Contracts. In rating past performance, the following will be considered:

(a) Recency and Relevancy. The first aspect is to evaluate the Recency which is described as at least three (3) contracts/accounts and a maximum of five (5), commercial or Government, performed within the last five (5) years for the same or similar services proposed in this RFQ. The second aspect, Relevancy, is assessed to determine whether the vendor's present / past performance is relevant or not relevant to the effort to be acquired. In establishing what is relevant for the acquisition, consideration shall be given to what aspects of a vendor's contract history would give the most confidence that the vendor will satisfy the current procurement. Common elements of relevancy include similarity of service / support, complexity, dollar value, contract type and degree of subcontract / teaming.

(b) Quality of Historical Contracts: The second aspect is to determine how well the vendor performed on present / past contracts. The past performance evaluation process gathers information from customers on how well the vendor performed those past contracts and includes history of successful completion of projects; history of producing high-quality reports and deliverables; commitment to customer satisfaction and history of staying on schedule and within budget. Past Performance information may be obtained from Past Performance Questionnaires, Past Performance Information Retrieval System (PPIRS), Contractor Performance/Assessment Reporting System (CPARS) or other sources available to the Government. The Past Performance



evaluation process does not establish, create, or change the existing record and history of the offeror's past performance on present/past contracts.

(2) Past Performance Evaluation Rating. The overall Past Performance Rating will be based on a combination of the Recency/Relevancy Rating and Past Performance Quality Rating. Past Performance will be rated on an "acceptable" or "unacceptable" basis using the ratings. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance in accordance with FAR 15.305(a)(2)(iv). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

(3) Sources of Past Performance Information for Evaluation. Sources are as follows:

(a) Past performance information may be provided by the offeror, as solicited.

(b) Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition.

(c) Past performance information shall be obtained from any other sources available to the Government to include, but not limited to, PPIRS or other databases; interviews with Program Managers, Contracting Officers, and Fee-Determining Officials; and the Defense Contract Management Agency.

## 4.2 Price Evaluation

The price proposal will be evaluated by the Contracting Officer to determine that pricing is fair and reasonable. The total acquisition price will be determined by summing the total proposed firm-fixed price (inclusive of discounts) for the 12-month base period plus the two – 12-month option periods.

The proposed price should consider the following:

1. Should correlate with the requirements of Section 2.0;
2. Be consistent with the various elements of the (Non-Price) proposal.

A determination of fair and reasonableness will be based on comparison with the historical pricing, the Independent Government Cost Estimate (IGCE), etc.

<b>SECTION 5.0      QUALITY ASSURANCE REQUIREMENTS</b>
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### 5.1 Quality Assurance Surveillance Plan (QASP)

In fulfillment of this effort, the Contractor shall provide the deliverables identified in this section. All deliverables shall be submitted to the Contracting Officer's Representative (COR) for acceptance unless otherwise directed by the Government.

Unless otherwise specified, the Government will review draft deliverables and provide comments back to the Contractor or approve or disapprove the deliverable(s). The Contractor will have a maximum of ten (10) working days from the day comments are received to

incorporate all changes and submit the final deliverable to the Government. All days identified are intended to be workdays unless otherwise specified.

The format for the individual deliverables will be determined through consultation between the COR and the Contractor. The QASP (Attachment 1) identifies the methods the Government will use to measure performance of the service provider against the requirements and performance standards of the PWS. The QASP consists of guidelines for performance surveillance, evaluation, reporting, deficiency notification, and adjustments.

## 5.2 Method of Surveillance

The Government will ensure quality assurance and timeliness of all tasks via COR Inspections and Customer Feedback. The Government will inspect and evaluate performance of each completed task or deliverable required in the task order PWS.

## 5.3 Quality Control Plan (QCP)

The Contractor shall submit a QCP within 10-business days of contract start date to the COR. This plan shall describe the Contractor's methodology of compliance with the Deliverables and Performance Requirements Summary outlined above. The COR will notify the Contractor of concurrence or required modifications to the QCP within 10 business days of receipt. The Contractor shall make appropriate modifications within 5-business days of the COR's notification and provide a revised QCP within 5-business days.

<b>SECTION 6.0      PERFORMANCE REQUIREMENTS</b>
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## 6.1 PERFORMANCE REQUIREMENTS

1. There are multiple Contractors supporting DLA and other DOD activities who are working on similar or related activities. The Contractor shall work with these Contractors, as required, to satisfy DLA requirements, goals, and objectives as efficiently and effectively as possible. This may include, but is not limited to, sharing, or coordinating information resulting from the work required by this PWS and/or working as a team to perform tasks in concert.
2. The Contractor shall provide sufficient management to ensure that these tasks are performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single manager to oversee these tasks and supervise staff assigned to these tasks. The Contractor shall ensure that a Monthly Progress Report is submitted outlining the expenditures, billings, progress, status, and any problems/ issues encountered in the performance of these tasks.
3. To ensure a smooth and orderly startup of this contract, it is essential that the key personnel specified in the Contractor's proposal be available on the effective start date of the contract.

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4. The Contractor is expected to minimize employee turnover with respect to personnel performing under this Performance Work Statement. The Contractor shall not remove or replace any personnel designated as "key" personnel, without the prior written notification and approval by the Contracting Officer, although the Government recognizes that the Contractor cannot compel any individual to remain under its employ. Written notification of the pending substitution shall be submitted to the Contracting Officer no later than (10) calendar days in advance of any proposed substitution and shall include a resume and justification of the proposed substitution(s) in sufficient detail to permit evaluation of the impact on contract performance. The Government will review the resume(s) and justification to ensure compliance with this clause and other requirements contained in this Performance Work Statement. Any replacement personnel proposed shall, at a minimum, be at least as qualified as the individual being replaced.
5. When working at DLA locations, or other Government locations, the Contractor shall work the duty hours of that location. The normal Government work hours are between 0700- and 1730- hours local time, with a 30 to 60-minute lunch period, generally 8 hours per day, Monday through Friday, exclusive of Federal holidays. The Government may require the Contractor to work longer hours on given days and/or weekends, depending on operational needs and contingencies, (i.e., installation and testing during non-peak hours).
6. This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract requirements.

All deliverables will be submitted to the COR for acceptance unless otherwise agreed upon. The Government will make objective and subjective assessments of the Contractor's performance to determine whether contract performance is acceptable. The Contractor is expected to perform all functions in a professional manner and prepare accurate and timely documentation. Progress will normally be tracked based on the milestone event when the Contractor receives a specific tasking. Performance may vary with the complexity of the acquisition and/or technical document. It is expected that the documentation and procedures will comply with all major regulatory and process requirements and agency policies and procedures.

## 6.2 FIXED PRICE PERFORMANCE BASED SERVICE CONTRACT PAYMENTS

The following procedures apply:

- 6.2.1 The Contractor shall submit a monthly invoice for 100% monthly amount for each PWS task. As part of the COR's monthly certification process, the COR will indicate on the invoice submitted the amounts authorized for payment for each task based on the performance measures described herein.
- 6.2.2 The determination for payment will be made in accordance with the procedures set forth below.
- 6.2.3 The COR or his/her designated representative will advise the Contractor of what the Contracting Officer's (KO's) authorized amount of payment will be for each month. The Contractor may direct questions on any withholding of a payment to the Contracting Officer.

## 6.3 PERFORMANCE REVIEW AND PAYMENTS

Below are the Performance Standards that will be used in evaluating performance in determining the amount of the payment owed to the vendor.

Performance standards and ratings are designed to determine if performance exceeds, meets, or does not meet a given metric and acceptable quality level. The performance will be rated by the COR prior to payment. These findings will be the basis for the amount paid for that period.

Note: The application of these performance ratings or failure of the Government to apply these performance ratings does not waive any of the Government's rights to damages under this contract. The following overall ratings shall be used:

These Performance Standards apply to the deliverables listed and to all performance under this PWS.

Overall Performance Ratings
<b>Good</b> – Performance meets or exceeds contract requirements in terms of timeliness and quality. The COR recommends and the contracting officer will make a determination to pay the contract 100% of the invoice amount.
<b>Fair</b> – Performance meets contract requirements with either only minor performance issues or minor timeliness issues. The performance and/or timeliness issues do not adversely impact the mission of the Agency. The COR recommends and the contracting officer will make a determination to pay the contractor 90% of the invoice amount.
<b>Poor</b> – Performance narrowly meets contract requirements by at least one of the following: bordering on unacceptability in terms of or quality of performance, bordering on unacceptability in terms of timeliness, or potentially having an adverse impact on the mission of the Agency. The COR recommends and the contracting officer will make a determination to pay the contractor 80% of the invoice amount.

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**Unacceptable** – Performance has been at a less than acceptable level in terms of timeliness or quality. Possible issues include, but are not limited to: missed milestone, low quality documents requiring multiple reviews and rewrites, significant or serious complaints submitted by the customers, documents that do not comply with acquisition or policy regulations, or one or more cure notices have been issued. Payment will be withheld pending resolution of cure notice(s). Termination for default or cause may result.

The ratings, as described in the table above, will be based on the performance of the contractor on the timeliness and quality of the services provided using the rating scale for each criterion as shown below.

<b>Timeliness</b>
<b>Good</b> – Performance meets or exceeds contract requirements in terms of timeliness and quality. The COR recommends and the contracting officer will make a determination to pay the contract 100% of the invoice amount.
<b>Fair</b> – Performance meets contract requirements with either only minor performance issues or minor timeliness issues. The performance and/or timeliness issues do not adversely impact the mission of the Agency. The COR recommends and the contracting officer will make a determination to pay the contractor 90% of the invoice amount.
<b>Poor</b> – Performance narrowly meets contract requirements by at least one of the following: bordering on unacceptability in terms of or quality of performance, bordering on unacceptability in terms of timeliness, or potentially having an adverse impact on the mission of the Agency. The COR recommends and the contracting officer will make a determination to pay the contractor 80% of the invoice amount.
<b>Unacceptable</b> – Performance has been at a less than acceptable level in terms of timeliness or quality. Possible issues include, but are not limited to: missed milestone, low quality documents requiring multiple reviews and rewrites, significant or serious complaints submitted by the customers, documents that do not comply with acquisition or policy regulations, or one or more cure notices have been issued. Payment will be withheld pending resolution of cure notice(s). Termination for default or cause may result.

<b>Quality</b>
<b>Good</b> – Performance meets or exceeds contract requirements in terms of timeliness and quality. The COR recommends and the contracting officer will make a determination to pay the contract 100% of the invoice amount.

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**Fair** – Performance meets contract requirements with either only minor performance issues or minor timeliness issues. The performance and/or timeliness issues do not adversely impact the mission of the Agency. The COR recommends and the contracting officer will make a determination to pay the contractor 90% of the invoice amount.

**Poor** – Performance narrowly meets contract requirements by at least one of the following: bordering on unacceptability in terms of or quality of performance, bordering on unacceptability in terms of timeliness, or potentially having an adverse impact on the mission of the Agency. The COR recommends and the contracting officer will make a determination to pay the contractor 80% of the invoice amount.

**Unacceptable** – Performance has been at a less than acceptable level in terms of timeliness or quality. Possible issues include, but are not limited to: missed milestone, low quality documents requiring multiple reviews and rewrites, significant or serious complaints submitted by the customers, documents that do not comply with acquisition or policy regulations, or one or more cure notices have been issued. Payment will be withheld pending resolution of cure notice(s). Termination for default or cause may result.

Disincentives are applied for ratings of “Fair”, “Marginal”, and “Unsatisfactory” as follows:

Satisfactory = 100% payment
Fair = -10% disincentive
Marginal = -20% disincentive
Unsatisfactory = Payment will be withheld pending resolution of cure notice(s). Termination for default or cause may result.