

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 27	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912MM23Q0005		6. SOLICITATION ISSUE DATE 18-Jan-2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDREW J KENNDY			b. TELEPHONE NUMBER (No Collect Calls) 605-737-6731		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 01 Feb 2023
9. ISSUED BY USPFO SD PURCHASING & CONTRACTING 2823 WEST MAIN STREET RAPID CITY SD 57702-8186 TEL: FAX:		CODE W912MM	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 721110 SIZE STANDARD: \$35,000,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO 147TH BTRY A EVAN BRANDLEE 1951 N HIGHWAY 20 WATERTOWN SD 57201 TEL: 605-882-9329 EX 2329 FAX:		CODE W91XEH	16. ADMINISTERED BY CODE				
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	TEL:	EMAIL:

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

**PERFORMANCE
WORK
STATEMENT
FOR IDT Lodging
5 January 2023**

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I. BACKGROUND

1. The contractor shall, except as specified in this Performance Work Statement (PWS) as government furnished property or services, provide all personnel, supervision, and any items and services necessary to provide commercial lodging for authorized South Dakota Army National Guard (SDARNG) unit personnel on Inactive Duty Training (IDT) status only as defined in this PWS. Lodging is provided to Soldiers on IDT Status in Watertown, SD in support of monthly IDT training requirements. The SDARNG Contracting Officer is the final authority for all matters pertaining to this award. The Government (SDARNG) intends to enter into a Firm Fixed Price Contract that will consist of a twelve (12) month contract, with two (2) potential option years.

Base Year POP: 1 March 2023 – 29 February 2024

Option Period 1: 1 March 2024 – 28 February 2025

Option Period 2: 1 March 2025 – 28 February 2026

The Contract POP shall not exceed three (3) years and 6 months from the date of award.

II. SCOPE OF WORK

- A. Hotel/Motel Property Room Use Description: The SD ARNG has a primary requirement for commercial lodging and associated support services to house SD ARNG personnel on IDT status. IDT status may fall on any day of the month for select individuals; generally, the requirement for lodging exists over the course of one (1) weekend each month. The average “Drill weekend” typically requires (monthly estimate) 2 nights of lodging in the Watertown, SD area for 30 personnel. A monthly estimate of total rooms is 30 (based on double occupancy of 15 rooms for 2 nights). A yearly estimate of total rooms required is approximately 360. Required nights of lodging for eligible personnel may increase or decrease significantly, depending on mission requirements. As previously identified, requirements may exist for lodging military members in an IDT status outside of the primary IDT weekends throughout the course of any given month. The contractor shall provide lodging upon request by the Government.
- B. The purpose of this contract is to provide hotel/motel rooms and associated (authorized) services for the SD ARNG in the local area while achieving the best terms, conditions and pricing. The physical address of any property for this requirement for lodging in the Watertown area must be within **15 driving miles** of the Armory located at 1951 N Highway 20 Watertown, SD 57201.
- C. Due to Antiterrorism/Operations Security requirements, limited dates for required lodging will be provided in this PWS for predetermined IDT training periods; additional dates shall be provided at the time of any resultant award to an interested party who provides a successful offer. These dates may be adjusted as needed.
- D. **Initial dates required for lodging will be coordinated with the POC following contract award.** Specific dates for future requirements shall be provided to the selected awarded by the SDARNG A Battery 147th FA Unit Point of Contact that will be determined after award.

CONTRACTOR FURNISHED ITEMS

The (Hotel/Motel Property) shall furnish the following:

- A. **ROOMS.** Provided upon receiving a reservation request by the Government based on the predetermined price per the contract award. The contractor shall provide clean and smoke free double occupancy hotel/motel rooms in accordance with industry and Federal Emergency Management Agency (FEMA) standards.
 1. **LIVING SPACE.**
 - a. Each room shall contain living and sleeping areas in accordance with (IAW) industry

standards. Beds, linens and additional equipment provided by the Hotel/Motel Property shall also be IAW industry standards.

- b. Double rooms shall occupy two (2) people and both occupants will share a bathroom. Double rooms shall also contain two (2) beds (King, Queen, Double or Twin) so that each member occupying the room will have their own bed. Roll-away beds and pullout sofas cannot be considered as double occupancy rooms, however they should be available upon request.
- c. Rooms shall include all standard accommodations found within the commercial market place for “Midscale” hotel/motel services. Midscale Hotels typically include but are not limited to a telephone, internet access, a refrigerator, a microwave, television with cable access, hair dryer, iron and iron board, and an alarm clock.
- d. Rooms shall also comply with all Municipal, State and Federal environmental, health and safety standards.

B. OPERATIONAL SECURITY. The contractor will protect controlled unclassified information (i.e. training times, number of personnel, etc.) pertaining to daily operations. The Unit POC will brief the vendor on what information needs to be protected, why it needs to be protected, and how to protect it. The contractor will ensure a safe and crime free environment.

1. GUEST ROOMS.

- a. The guest rooms shall be secured and access limited to occupants, cleaning staff, and management in case of emergencies.
- b. All entrance doors to guest rooms shall have interior security locks, either deadbolt or double locking locks, and an entrance peep hole. If the guest room has sliding glass or French Doors they shall be equipped with an effective locking device.
- c. Each room occupant will be provided a room key.
- d. No ground floor exterior doors to any room housing SD ARNG personnel are permitted.

2. EXTERIOR.

- a. All doors for main building entrances shall have controlled secured access.
- b. Each parking lot shall be equipped with enough lighting to ensure the safety of the members and their belongings.

3. SD ARNG FORCE PROTECTION REQUIREMENTS.

- a. The SD ARNG Contracting Office reserves the right to disqualify properties that do not meet their lodging physical security requirements. The appropriate selection of lodging facilities greatly reduces personnel threat exposure while enhancing force protection considerations. It is paramount that an assessment of potential lodging areas be conducted prior to establishing an award or contract. This may be conducted in conjunction with assessments from Unit Points of Contact and Contracting Officer knowledge of the lodging facility. Security requirements are primarily based on historical police reports and criminal activity. Therefore, properties shall be in a low crime area, free of drugs, prostitution, and other criminal activity.
- b. The SD ARNG currently has a policy stating the unit members will be housed in the same hotel to the maximum extent practicable each IDT weekend. The contractor must notify the

Unit POC and the contracting office if soldiers are to be distributed among more than 1 hotel. This requirement is implemented from risk management strategies and vulnerability assessments however allows for flexibility due to local events. (Basketball tournaments, tourism/hunting seasons, room availability etc.)

- C. HEATING, AIR CONDITIONING AND VENTILATION.** Living quarters shall be provided with heating and air conditioning (in season) and ventilation necessary to maintain comfort for guests.
- D. TELEPHONE.** A telephone in good working order with free local access shall be provided in each room. The occupant is personally responsible for telephone charges exceeding the free local access. The government shall incur no liability for telephone calls and charges made by the soldier.
- E. “DO NOT DISTURB” SIGNS.** All rooms shall have such signs available. (Hotel/Motel Property)employees shall respect them when displayed.
- F. BATHROOMS.** Bathrooms shall be in sanitary condition. Bathrooms shall contain a shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms must have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains.

SPECIFIC TASKS TO BE COMPLETED BY CONTRACTOR

The Contractor will ensure the Hotel/Motel Property will provide the following services:

A. RESERVATION/ASSIGNMENT OF ROOMS.

1. The Designated Point of Contact for the SDARNG A Battery 147th FA. is responsible for identifying Unit personnel who require lodging. Each month, the Unit POC shall document the names of Unit personnel on a Reservation Request Sheet, which the POC will submit as an initial Reservation Request for rooms to the contractor not later than 14 days prior to first check-in date.
2. SD ARNG personnel shall not be lodged under this Contract unless such authorization (the Reservation Request Sheet) is presented to the contractor.
3. Single rooms may be used if double occupancy rooms are unavailable. SDARNG personnel who are married to each other may occupy the same hotel/motel room (single room) upon request and will be noted on the Reservation Request Sheet.
4. The Contractor will honor roommate assignments provided by the Unit POC via the Reservation Request Sheet for rooms.
5. Once the Hotel/Motel confirms reservations with the Contractor, the Contractor will add the confirmation data to the Reservation Request Sheet and return updated information to the Unit POC within three days prior to the check in date.

- ##### **B. RESERVATION REQUESTS.**
- Government/Unit Point of Contact (POC) will coordinate a minimum of 14 days in advance with the contractor to request number of rooms to be reserved. Rooms will not automatically be reserved until Unit POC's send in their request. The Government POC shall coordinate

room numbers and any changes on an ongoing basis.

C. CHECK IN PROCEDURES.

1. The Contractor will ensure the Hotel/Motel Property must provide a check in/out service on a 24-hour basis, 7 days a week.
2. The Contractor will ensure that the Hotel/Motel will verify all SD ARNG personnel via valid identification (Military ID) against the final Reservation Request Sheet or other pre-approved/authorized method. The Hotel/Motel shall not rely on wear of military uniform as an indicator of military status or authorization to receive lodging under the Contract.
3. The Hotel/Motel will be responsible for collecting payment from any member who is required to make full or partial payment due to special requests for rooms other than those authorized (i.e. members with families, requests for single room when double is authorized, etc.).
4. The Contractor will ensure the Hotel/Motel will not allow anyone not listed on the Reservation Request Sheet to check in if they are not named on the Reservation Request Sheet. The Government shall not be responsible for payment of accommodations provided to any individuals that checks into a property without being listed in the final roster or previously communicated by the Unit POC to the Contractor. Any member who requests lodging under this contract who is not listed on the final roster or previously communicated by the Government POC shall be responsible for standard room rates and any applicable taxes.
5. SD ARNG personnel who fail to meet the required checkout time will be held financially liable for all incurred costs. The Government incurs no liability for a late checkout.

D. CANCELLATION. The Unit POC shall be allowed reservation cancellations up to **48 hours** prior to the night of check-in without charge to the Government.

E. NO-SHOWS. The Government accepts responsibility for collection of payment when SD ARNG Personnel fail to cancel reservations prior to the above period. The Contractor will bill the Government with a note on the bill for each NO-SHOW to be documented in the contract file and submitted to the soldier's chain of command.

F. CUSTODIAL/SANITATION SERVICES. The contractor shall ensure a clean and healthy environment. All custodial/sanitation services shall be in accordance with commercial standards.

G. LINEN SERVICE. Shall be in accordance with industry standards. General daily housekeeping, to include making beds, replacing towels, emptying trash receptacles, cleaning floors and sanitizing bathrooms shall also be in accordance with these standards.

H. INFORMATION SERVICES. Desk clerks shall be able to explain to occupants miscellaneous charges not covered by this Performance Work Statement, for example, telephone charges.

I. ADDITIONAL AMENITIES/SERVICES. All facilities and courtesies customarily extended to occupants without charge (i.e. pools, lounges, parking areas, etc.) shall also be made available without additional charge to the Government under this Contract. All extra services not specified in this Performance Work Statement, or not normally included in the room rate, shall be paid by the individual(s). Food service is neither requested nor authorized in this Contract. The contractor shall only provide concierge, shuttle, or extra services at no cost if normally such services are provided to other guests.

J. LIABILITY / MISCELLANEOUS SERVICES. The government will not be responsible for any miscellaneous charges/damages incurred by travelers. The SD ARNG Unit POC shall explain to each

service member that miscellaneous charges (such as telephone charges, pay-per-view movies, room service, meals, smoking in the facility, damage charges, etc.) are not covered by this Contract and will be charged to and paid for by the individual. This will be part of the initial room reservation request process completed by the Unit POC. The front desk should also explain this to SD ARNG Personnel upon check-in. The contractor shall provide information to the travelers on services available that are not inclusive.

ADDITIONAL REQUIREMENTS

In addition to the requirements listed above, the following shall apply to this Contract:

- A. SUBCONTRACTING.** The Contractor shall furnish lodging in an establishment or at a location agreed to by the Contracting Officer. The Contractor shall not subcontract to any other establishment or any other location not specified in the contract without prior written approval from the Contracting Officer. Establishments proposed for subcontracting shall meet all of the terms, conditions, and specifications of services in this Contract.
- B. ILLEGAL ACTS.** The contractor shall not reserve lodging at an establishment where illegal acts are knowingly condoned on the premises.
- C. QUALITY ASSURANCE.** The Contracting Officer's Designated Unit Point of Contact will monitor the contractor's performance and will use QASP's to document any issues from occupants to ensure terms, conditions, and specifications of services are met. The Government reserves the right to perform an inspection to verify hotel services meet the government requirements identified in this PWS and/or other factors that may impact service to Government Personnel. If discrepancies are noted, the contractor will be notified and/or requested to attend meetings to discuss/resolve those discrepancies. Inspections shall be performed as needed either scheduled or unscheduled throughout the POP. The Inspection team may consist of all individuals who are associated to this requirement. The inspections will be used by the SD ARNG to randomly assess the quality of the lodging provided by the contractor and ensure that standards are met on yearly basis.
- D. EVALUATION OF CONTRACT PERFORMANCE.** The Government will typically perform contract surveillance by direct observation, periodic inspection and complaints to determine contractor performance. Regardless of the surveillance method, the Point of Contact (POC) will always contact the contractor's manager or on-site representative when a defect is identified and inform the Contractor and SD ARNG Contracting Office of the specifics of the problem. The POC is responsible for monitoring the contractor's performance.
- E. SERVICE DELIVERY SCHEDULE.**
The Contractor Service Delivery Schedule identifies the major tasks or deliverables the contractor will be providing or accomplishing during the contract period. The schedule identifies the task standards, the acceptable level of quality and the primary method the Government will use to assess the contractor's performance.

CONTRACTOR'S SERVICE DELIVERY SCHEDULE ROOMS

Deliverable/Tasks	Performance Standard	Acceptable Quality Level	Method Used/Frequency
Sleeping Room	-Beds are in good condition -Pillows are provided -Room door locks properly -Room is clean -Blankets are clean	95% of time	-Complaint
Bath Room / Shower	-Shower works properly with hot water -Shampoo and soap provided -Towels provided are clean -Bathroom is clean	95% of time	-Complaint
Heating/Cooling	-Heating system works properly -Air conditioning works properly	95% of time	-Complaint
Operational Security Requirements	-Contractor will protect controlled unclassified information pertaining to daily operations.	100% of time	-Daily inspection and spot check
Environment/Safety	- Ensure a safe and crime free environment	95% of time	-Complaint
Reservations	- Ensure reservations are sufficient & accurate based upon Gov't POC requests.	100% of time	-Complain

III. PERFORMANCE REQUIREMENTS

1. Contractor Management. The contractor shall provide the name of a manager who shall be available and responsible for the performance of the work under this Contract. The Contract manager and alternate shall have full authority to act for the contractor on all matters relating to the performance of this agreement. The Contract manager or alternate shall be available for contact by government personnel designated by the contracting officer to discuss any problem areas.

2. No government (SD ARNG) personnel, other than a Contracting Officer, shall change the terms of this Contract.

IV. GOVERNMENT-FURNISHED PROPERTY AND SERVICES.

1. The US Government shall not provide any equipment, facilities, labor or services for this requirement. Except as required for the room reservation process communicated to the contractor.

2. The US Government will provide the following in support of this Contract:

- A. If established, a copy of the Contract.
- B. If a Contract is established, information identifying all Unit Points of Contact who are authorized to purchase/issue Reservation Requests against the Contract. This will be updated and provided to the contractor on an as-needed basis.
- C. If a Contract is established, a list of anticipated dates of lodging for IDT Training periods (Drill Schedule) for a time period in length not to exceed one (1) year from the time of Contract establishment. This drill schedule will be updated annually and be provided to the contractor.
- D. If a Contract is established, Reservation Request Sheets to the Contractor shall be provided by the Unit Point of Contact.

V. DEFINITIONS.

- A. **CONTRACTOR:** The term as used in this requirement refers to the primary (prime) contractor or vendor.
- B. **CONTRACTING OFFICER:** The government official who has authority to enter into contract, administer or terminate contracts. He/she can make related determinations and findings on behalf of the government. The Contracting Officer is the **ONLY** individual who can legally bind the government.
- C. **Unit Point of Contact (POC):** The South Dakota Army National Guard Soldier that is responsible for the Lodging requirement for their perspective unit. This point of contact is the only personnel authorized to make reservations, changes and request additional rooms with the contractor.
- D. **The GOVERNMENT.** The South Dakota Army National Guard.

Price Quote

**Complete the information below for pricing quote(s) for all intended Lodging Facilities to be used for the Base year and possible option years (2).

** Prices shall include the total price per room per night including any and all applicable taxes and fees.

This is for informational purposes only. Dates and room numbers may change monthly due to unit needs.

UNIT	Location	ROOMS PER MONTH	ROOMS PER YEAR	OCCUPANCY	
A BTRY 1-147 th FA	Watertown, SD	30	360	Double	

Base Year POP: 1 March 2023 – 29 February 2024 QUOTE COST PER ROOM, PER NIGHT:

Per Room Price:	\$				
Name of Hotel:					
Name of Hotel:					
Name of Hotel:					

Option Period 1: 1 March 2024 – 28 February 2025 QUOTE COST PER ROOM, PER NIGHT:

Per Room Price:	\$				
Name of Hotel:					
Name of Hotel:					
Name of Hotel:					

Option Period 2: 1 March 2025 – 28 February 2026 QUOTE COST PER ROOM, PER NIGHT:

Per Room Price:	\$				
Name of Hotel:					
Name of Hotel:					
Name of Hotel:					

Primary Contractor Name and Contractor POC:

Telephone:	
Email:	
Cage Code:	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Lodging FFP Services, Non personal	288	Each		
This CLIN is for base year covering 1 March 2023 - 29 February 2024 FOB: Destination PSC CD: S203					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110 OPTION	Lodging FFP Services, Non personal	288	Each		
Option period 1 - 1 March 2024 - 28 February 2025 FOB: Destination PSC CD: S203					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210 OPTION	Lodging FFP Services, Non personal	288	Each		
Option period 2 - 1 March 2025 - 28 February 2026					
FOB: Destination					
PSC CD: S203					

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0010	Destination	Government	Destination	Government
0110	Destination	Government	Destination	Government
0210	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0010	POP 01-MAR-2023 TO 29-FEB-2024	N/A	147TH BTRY A EVAN BRANDLEE 1951 N HIGHWAY 20 WATERTOWN SD 57201 605-882-9329 EX 2329 FOB: Destination	W91XEH
0110	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91XEH
0210	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91XEH

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-3 (Dev)	Offeror Representations and Certifications - Commercial Products and Commercial Services (Deviation 2023-O0002)	DEC 2022
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.219-1	Small Business Program Representations	OCT 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2022
52.246-1	Contractor Inspection Requirements	APR 1984
52.252-6	Authorized Deviations In Clauses	NOV 2020
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.209-7999 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	JAN 2012
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in

the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer

conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government reserves the right to award to other than the low offeror. The following factors shall be used to evaluate offers:

- A. Hotel/Motel Pricing
- B. Technical Acceptability
- C. Past Performance.

A. HOTEL/MOTEL PRICING. All room rates for the Watertown, SD area should be equal to or lower than what is charged to a typical customer in this area and must be at or below the Federal Government's local per diem/lodging rate. Contractor shall indicate pricing per room/per night, for double room occupancies. Room prices shall not exceed the local per diem rates. Please list all hotels that are intended to be used.

B. TECHNICAL: Hotels will be expected to meet a minimum of midscale quality as listed in the PWS. Technical acceptability will be based on the offeror's solution that meets the intent of this requirement in accordance with the Solicitation and PWS. The failure of an offeror to show it can meet the stated requirements will result in an unacceptable rating. The technical factor will receive one of the ratings listed below:

C. PAST PERFORMANCE: The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. Past performance must have occurred within the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated. Offerors shall provide a point of contact with telephone number, street address, and e-mail address for each record provided. Offerors without a record of relevant past performance, or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral" rating for the Past Performance factor.

In addition, acceptability will also be based on either the Contractor Performance Assessment Reporting Systems (CPARS) ratings, and the Federal Awardee Performance and Integrity Information System (FAPIIS). If an offeror has no record of past performance ratings in the above system, this factor will be treated as neutral, resulting in an acceptable rating. The failure of an offeror to meet the requirements of a factor will result in an unacceptable rating. An award will not be made to any offeror who receives an Unacceptable Past Performance rating:

If you wish to compete, please complete Attachment 2: Price Quote Sheet. (page 11)

All offers must list UEI number, CAGE code, and Company name, POC, phone number and email. To obtain or renew a UEI number or CAGE code, please visit <https://sam.gov/content/home>. Lack of registration in the SAM.GOV database will make an Offeror ineligible for award. Vendor must also be registered in Wide Area Work Flow to receive payment through electronic funds transfer. If you are not currently registered, please visit the following website <https://piee.eb.mil/> to complete your registration.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), after its receipt, unless a written notice of withdrawal is received before award. The Government may award a contract without discussions.

Joint Venture

A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

- (A) Small business;

- (B) Service-disabled veteran-owned small business;
- (C) Women-owned small business (WOSB) under the WOSB Program;
- (D) Economically disadvantaged women-owned small business under the WOSB Program; or
- (E) Historically underutilized business zone small business.

(End of provision)

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 7 days.

(End of clause)

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 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 3 years.

(End of clause)

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(es):

<https://acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://acquisition.gov>

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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).

“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.

(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.

Invoice 2IN1

(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.

W91XEH

(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	HQ0670
Issue By DoDAAC	W912MM
Admin DoDAAC**	W912MM
Ship To Code	W91XEH
Service Acceptor (DoDAAC)	W91XEH

WAWF acceptor

TBD

Contract POC

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(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.

Local PTAC information can be found at <https://www.aptac-us.org/>

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

(End of clause)