

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011911290		PAGE 1 OF 25	
2. CONTRACT NO. W912MM23P0008		3. AWARD/EFFECTIVE DATE 17-Feb-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER W912MM23Q0004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
						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 type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 721110 SIZE STANDARD: \$35,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  W901NV 842ND EN CO 842ND SUPPLY NCO 1627 ST JOE STREET PO BOX 520 SPEARFISH SD 57783		CODE W901NV		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  S & S HOSPITALITY, INC. SUPER 8 MOTEL AMY DORNER 440 HERITAGE DR I-90 EXT 14 SPEARFISH SD 57783-9776 TELEPHONE NO. 651-246-9256		CODE 57BG9  FACILITY CODE		18a. PAYMENT WILL BE MADE BY  DFAS-INDY VP GFEBHS HQ0670 8899 E 56TH STREET INDIANAPOLIS IN 46229-3800			
<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
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$42,000.00</b>	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED <u>24-Jan-2023</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>Monty C Eisenbraun</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MONTY C. EISENBRUN / CONTRACTING OFFICER TEL: (605) 737-6738 EMAIL: monty.c.eisenbraun.mil@mail.mil		31c. DATE SIGNED 17-Feb-2023	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 25	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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		
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					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			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**

**TABLE OF  
CONTENTS**

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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 Spearfish, 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 Spearfish, SD area for 50 personnel. A monthly estimate of total rooms is 50 (based on double occupancy of 25 rooms for 2 nights). A yearly estimate of total rooms required is approximately 600. 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 Spearfish area must be within **15 driving miles** of the Armory located at 1627 Saint Joe Street Spearfish, SD 57783.
- 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 842<sup>nd</sup> 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 842<sup>nd</sup> En Co. 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	
842nd Eng Co.	Spearfish, SD	50	600	Double	

FY23 1 March 23 – 29 February 24 QUOTE COST PER ROOM, PER NIGHT:

Per Room Price:	\$70.00				
Name of Hotel:					
Name of Hotel:					
Name of Hotel:					

FY24 1 March 24 – 28 February 25 QUOTE COST PER ROOM, PER NIGHT:

Per Room Price:	\$72.00				
Name of Hotel:					
Name of Hotel:					
Name of Hotel:					

FY25 1 March 25 – 28 February 26 QUOTE COST PER ROOM, PER NIGHT:

Per Room Price:	\$74.00				
Name of Hotel:					
Name of Hotel:					
Name of Hotel:					

Primary Contractor Name and Contractor POC: Amy Dorner

Telephone:	Hotel: 605-642-4721 Amy Dorner: 651-246-9256
Email:	<a href="mailto:Super8spearfish@hotmail.com">Super8spearfish@hotmail.com</a> amy.dorner@wyndham.com
Cage Code:	57BG9

#### RESPONSES TO VENDOR QUESTIONS

1. The USAR has two methods of lodging. IDT (Inactive Duty Training) and LIK (Lodging in Kind). Soldier member who participates in IDT pay out of pocket for their lodging and are reimbursed through DTS vouchers. Lodging in Kind (LIK) users are assigned rooms with the absence or obligation of financial responsibility to the soldier member. Can you please clarify that rooms reserved in the contract are intended to be completely covered by the unit with no financial obligation to the soldier member?

Authorized Soldiers do not pay out of pocket for lodging under this contract. They must adhere to the rules in the Performance Work Statement (PWS) and the room assignment list provided to the vendor by the unit. See PWS for additional details. The vendor invoices the Government IAW clause 252.232-7006 in the solicitation to receive payment.

2. Is the drill schedule for the FY available to the Contractor in advance. If so, how often is the schedule deviated from? Also, are there months where drills are three or four days?

See II. Scope of Work (A., C., and D.) of the PWS. There may be drills that are three or four days. There also may be months where there is not a drill. Specific individuals may also need lodging during off drill days (this could be any day of the week).

3. The Price sheet provided in the solicitation allows for the names of three Hotels. However, there is only one section for a price per night, per room. Does the government expect to the contractor to provide three separate options for lodging or will one primary and one alternate location be acceptable?

The contractor can choose only one hotel, a primary and an alternate, or three hotels. These are all acceptable.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Lodging FFP Services, Non personal	600	Each	\$70.00	\$42,000.00

This CLIN is for base year covering 1 March 2023 - 29 February 2024

Contractor POC: Amy Dorner 651-246-9256 amy.dorner@wyndham.com

Government POC: Elizabeth Crawford 605-357-2945

elizabeth.p.crawford.mil@army.mil

FOB: Destination

PURCHASE REQUEST NUMBER: 0011911290

PSC CD: V231

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NET AMT

\$42,000.00

ACRN AA

CIN: GFEBS001191129000001

\$42,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110	Lodging FFP Services, Non personal	600	Each	\$72.00	\$43,200.00

Option period 1 - 1 March 2024 - 28 February 2025

\*\*\*see performance work statement for additional details\*\*\*

FOB: Destination

PSC CD: V231

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NET AMT

\$43,200.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	Lodging	600	Each	\$74.00	\$44,400.00
OPTION	FFP				
	Services, Non personal				
Option period 2 - 1 March 2025 - 28 February 2026					
***see performance work statement for additional details***					
FOB: Destination					
PSC CD: V231					
NET AMT					\$44,400.00

## 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	W901NV 842ND EN CO 842ND SUPPLY NCO 1627 ST JOE STREET PO BOX 520 SPEARFISH SD 57783 605-642-7313 FOB: Destination	W901NV

0110	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901NV
0210	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901NV

## ACCOUNTING AND APPROPRIATION DATA

AA: 02120232023206500001111132580040148742      6100.9000021001  
 COST CODE: A18SX  
 AMOUNT: \$42,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0010	GFEB001191129000001	\$42,000.00

## CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
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
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
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
52.222-26	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
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
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
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
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

#### 52.204-25 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (DEC 2022)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) 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.

(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.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 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. Subtitle A, Part V, Subpart G Note).
- (xxi) 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.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

## 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)

## 52.252-2 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)

## 252.204-7018 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.

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(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.

#### **W901NV**

- (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	W901NV
Service Acceptor (DoDAAC)	W901NV

**WAWF acceptor**

Nick Mayer

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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)