

|   |  |                                    |  |  |  |  |  |
|---|--|------------------------------------|--|--|--|--|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>   |  |                                    |  | 1. REQUISITION NUMBER<br>0011885635  |  | PAGE 1 OF 16   |  |
| 2. CONTRACT NO.   |  | 3. AWARD/EFFECTIVE DATE            |  | 4. ORDER NUMBER  |  | 5. SOLICITATION NUMBER<br>W91RUS23R0021  |  |
| 7. FOR SOLICITATION INFORMATION CALL:   |  | a. NAME<br>FELISA COPE             |  | b. TELEPHONE NUMBER (No Collect Calls)<br>520-533-6435   |  | 6. SOLICITATION ISSUE DATE<br>06-Apr-2023  |  |
| 9. ISSUED BY<br>ACC-APG - HUACHUCA DIVISION<br>2133 CUSHING ST.<br>BLDG 61801<br>FORT HUACHUCA AZ 85613<br><br>TEL:<br>FAX:   |  | CODE<br>W91RUS                     |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS |  | <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR:<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8(A)<br>NAICS:<br>333517<br>SIZE STANDARD:<br>500 |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS                 |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>  |  | 13b. RATING  |  |
| 15. DELIVER TO<br>USAEPG<br>USA ELECTRONIC PROVING GROUND<br>BLDG 90201<br>BRAINARD RD<br>FORT HUACHUCA AZ 85613<br>TEL: FAX:   |  | CODE<br>W61DD3                     |  | 16. ADMINISTERED BY  |  | CODE   |  |
| 17a. CONTRACTOR/OFFEROR<br><br>TELEPHONE NO.  |  | CODE                               |  | FACILITY CODE  |  | 18a. PAYMENT WILL BE MADE BY   |  |
| CODE  |  | CODE                               |  | CODE   |  | 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   |  |
|   |  | <b>SEE SCHEDULE</b>                |  |  |  | 23. UNIT PRICE   |  |
|   |  |                                    |  |  |  | 24. AMOUNT   |  |
| 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 <u>2</u> 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<br>(TYPE OR PRINT)  |  | 30c. DATE SIGNED                   |  | 31b. NAME OF CONTRACTING OFFICER<br>(TYPE OR PRINT)<br><br>TEL:<br>EMAIL:  |  | 31c. DATE SIGNED   |  |

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

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

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 |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><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 | 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

ADDENDUM:

INSTRUCTIONS TO OFFEROR-COMMERCIAL ITEMS.

When submitting your quote in response to this Request for Quote, the offeror shall provide their best pricing, including all discounts.

1. Please fill in (write/type) On the First Page of the Government 1449 Solicitation, Blocks 17a, 30a, 30b, 30c.
2. Fill in ALL Pricing and All Applicable TAXES on ALL Line Items (CLINs). Please TOTAL ALL CLINs, IN YOUR QUOTE to show an overall FINAL Price and include ALL shipping charges as FOB Destination.
3. Include the delivery lead-time.
4. Provide the following information with your offer:
  - e. POC Name: \_
  - f. POC Phone Number:
  - g. POC E-Mail:
5. The Government will award a Firm Fixed-Price contract resulting from this solicitation on an all or none basis. The offer shall meet all terms and conditions of the solicitation and shall detail the offered solution in their quote or attach a data specification sheet.
6. Complete the Following Clauses (located below in the Contract Clauses).
  - a. FAR clause 52.212-3 "Offeror Representations and Certifications" Commercial Items. Section B of this clause still needs to be completed in its entirety and returned to the contracting office with your quote.
7. This requirement will be paid using Wide Area Work Flow (WAWF).
8. Quote/Proposal shall be received electronically, and emailed to Felisa Cope at [felisa.m.cope.civ@army.mil](mailto:felisa.m.cope.civ@army.mil) NLT COB 08:00AM local AZ time, on 18 April 2023.
9. All questions about the solicitation are to be submitted, and emailed to [felisa.m.cope.civ@army.mil](mailto:felisa.m.cope.civ@army.mil) NLT COB 11 April 2023.

Additional Information:

1. Vendor invoicing shall not be submitted prior to proof of delivery that items have been received.

2. The requirement is for the procurement of WARDjet A-1212 Waterjet Cutting System (Brand Name only). **NO THIRD PARTY VENDORS AUTHORIZED.**

3. Per DFARS 252.232-7003 Electronic Submission of Payment Requests, the vendor shall submit combination payment requests (invoice and receiving report) using Wide Area Work Flow (WAWF). Receipt and Acceptance (WAWF-RA) or other methods authorized by the Contracting Officer. Failure to comply could result in delayed payment.

4. Please provide a detailed breakdown or narrative of what is being provided to meet the requirement. Do not copy and paste the line item information from the RFQ to your bid as this MAY classify a bid unsuccessful in the technical Evaluation process. We require detailed descriptive information on all bids.

5. ONLY THE CONTRACTING OFFICER (KO) CAN MAKE CHANGES TO THE CONTRACT/DELIVERY ORDER/PURCHASE ORDER.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | WATERJET CUTTING SYSTEM<br>FFP<br>WATERJET CUTTING SYSTEM               | 1        | Each |            |        |
|         | Please see attached Salient Characteristics                             |          |      |            |        |
|         | Brand Name only   |          |      |            |        |
|         | FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011885635<br>PSC CD: 3417 |          |      |            |        |

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NET AMT

SALIENT CHARACTERISTICS:

1. XYZ cutting envelope of 48" x 48" x 4"
  - o Cutting Envelope: 48" x 48" (0.61m x 1.22m)
  - o Footprint: 5'8" x 7'6" (1.18m x 2.28m)

- Drive System: Helical Rack and Pinion
  - Linear Positional Accuracy:  $\pm 0.003$ " per 3ft
  - Repeatability:  $\pm 0.002$ "
  - Speed: 500 in/min
2. Programmable Z-Axis with 4" of travel
    - Rigid Z-Axis
    - 4" motorized Z-stroke
    - Servo programmable
    - Z-Axis can be easily re-positioned to accommodate materials up to 7" thick
  3. Abrasivejet or Water-Only Cutting Head with Sapphire Orifice
  4. Enclosure with hinged doors
    - Steel enclosure protects your workshop from spray and splash.
    - Lexan doors provide viewing widow and easy access to cutting area
    - Unique slide/hinge design of the enclosure door allows for quick unobstructed access to the cutting area while reducing the need for clearance in front of the machine.
    - When enclosure door is open, the loading area is free from overhead obstructions, allowing for easy crane and fork truck access.
  5. Integrated 85lb SmartFeed Bulk Feed Hopper
    - The unique feature of the SmartFeed Hopper is that it can be refilled with garnet while the waterjet is cutting.
    - The ability to refill without depressurizing allows for continuous cutting for an unlimited amount of time without interruption.
    - Holds up to 85lbs of abrasive for extended cutting between refills
  6. Abrasive Mini Hopper
    - The Abrasive Mini Hopper allows a controlled amount of abrasive to be drawn into the waterjet stream.
    - The abrasive flow rate can be easily changed by an adjustable slide
  7. Touchscreen All-in-One Waterjet Controller
    - Mounted to the water jet with a repositionable arm, the all-in-one touchscreen is your waterjet mission control hub
  8. Software
    - The simplest CNC software available today. Drag and drop part loading, move and rotate parts with your fingers, and zoom into your cutting area with a pinch.
    - Load multiple parts on the table, see part and overall cut time, and even rearrange part queue position while cutting.
    - Removes the complexity of many CAD/CAM packages by utilizing context sensitive menus to walk you through the process.
  9. Echion Intensifier Air Cooled Pump 30HP –60,000 PSI 460V Soft-Start with integrated Boost Pump
    - Max output: 0.6 gpm
    - Max orifice size: 0.010"
    - Continuous Output: 60,000 PSI
    - Intensifier Configuration: Single
    - Soft Start
    - Remote On/Off to controller
    - 230VAC or 460VAC, 3 Phase
    - Footprint (LWH): (3'7" x 4'4" x 3'4")
  10. Pump Tool Kit
    - Tools needed to perform periodic maintenance on the pump like the replacement of the high-pressure pump seals or check valves.
  11. High Pressure Gauge
    - Measures and displays pump pressure at the connection point on the cutting table
  12. Job-Shop Grates

- The flat, rigid design reduces the movement of parts during cutting. The 16-gauge steel construction substantially reduces back-spray and kickback. These grates are designed to be completely reversible therefore doubling the life of your grates. Grates also come with a set of material clamps.
13. Remote Water Level Control
    - Allows the user to automatically select from two set water levels.
    - Cutting under water can reduce noise level
    - The water level can be lowered for easy part loading.
  14. Consumable Parts Kit
    - Kit includes orifices for cutting heads along with pump seal kits, pump in-line filters for incoming water to pump, bleed down valve repair kit, and blue anti-seize lubricant used on all high-pressure threads
  15. High-Pressure Kit
    - The water jet comes with a High-Pressure Kit that includes all the high-pressure lines and connections needed for a streamlined install. To receive the correct kit, please select the appropriate layout for your installation.
  16. One Metric Ton of Abrasive
    - GMA Garnet 80 Mesh. The most popular mesh size delivers the optimum balance of cutting speed and precision edge.
  17. One (1) Year Waterjet and Pump Warranty
    - A full year warranty on all non-consumable parts. Warranty includes both gantry and waterjet pump.
  18. 2-Day On-Site Installation + basic training
    - 2 Day Installation and basic training provided on-site by a technician. Includes travel costs and living expenses.
  19. SmartRemove Abrasive Removal System
    - The SmartRemove is an abrasive removal system that pulls the abrasive and kerf material suspended in the waterjet tank for disposal or recycling. Flexible hoses span the floor of the tank, where attached tents act as a filter when pulling material from the water.
  20. Diamond Orifice and Filter Assembly
    - Increase cutting life with a diamond orifice for your water jet cutting head. Includes single Diamond Orifice for cutting head as well as re-usable filter to keep debris from orifice.
  21. Device assembled in USA
  22. Device must be fully self-contained, ability to drain into 55 gal drums when cleaning required.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

|              |                           |                          |                          |                         |
|--------------|---------------------------|--------------------------|--------------------------|-------------------------|
| CLIN<br>0001 | INSPECT AT<br>Destination | INSPECT BY<br>Government | ACCEPT AT<br>Destination | ACCEPT BY<br>Government |
|--------------|---------------------------|--------------------------|--------------------------|-------------------------|

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS  | DODAAC / CAGE |
|------|---------------|----------|--|---------------|
| 0001 | 12 wks. ADC   | 1        | USAEPG<br>USA ELECTRONIC PROVING GROUND<br>BLDG 90201<br>BRAINARD RD<br>FORT HUACHUCA AZ 85613<br>FOB: Destination | W61DD3        |

## 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 |
| 52.204-23    | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | NOV 2021 |
| 52.204-25    | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment                            | NOV 2021 |
| 52.212-1     | Instructions to Offerors--Commercial Products and Commercial Services   | MAR 2023 |
| 52.212-4     | Contract Terms and Conditions--Commercial Products and Commercial Services  | DEC 2022 |
| 52.222-19    | Child Labor -- Cooperation with Authorities and Remedies  | DEC 2022 |
| 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 |
| 52.223-18    | Encouraging Contractor Policies To Ban Text Messaging While Driving   | JUN 2020 |
| 52.225-13    | Restrictions on Certain Foreign Purchases   | FEB 2021 |
| 52.232-39    | Unenforceability of Unauthorized Obligations  | JUN 2013 |
| 52.232-40    | Providing Accelerated Payments to Small Business Subcontractors   | MAR 2023 |
| 52.243-1     | Changes--Fixed Price  | AUG 1987 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials   | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights   | DEC 2022 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials   | SEP 2022 |
| 252.204-7000 | Disclosure Of Information   | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product  | APR 1992 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors  | JAN 2023 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting   | JAN 2023 |

|              |  |          |
|--------------|--|----------|
| 252.225-7001 | Buy American And Balance Of Payments Program--Basic              | JAN 2023 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports  | DEC 2018 |
| 252.232-7010 | Levies on Contract Payments                                      | DEC 2006 |
| 252.243-7001 | Pricing Of Contract Modifications                                | DEC 1991 |
| 252.247-7023 | Alt II Transportation of Supplies by Sea (JAN 2023) Alternate II | JAN 2023 |

#### 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)

#### 52.204-26 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)

#### 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(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://www.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://www.acquisition.gov>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_ (Line Item Number Country of Origin)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product":

(Line Item Number) \_\_\_

(Country of Origin (If known)) \_\_\_

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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):

COMBO

(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.

COMBO

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

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

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

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

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

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

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

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

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

Routing Data Table\*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | HQ0490                            |
| Issue By DoDAAC           | W91RUS                            |
| Admin DoDAAC**            | W91RUS                            |
| Inspect By DoDAAC         | W61DD3                            |
| Ship To Code              | W61DD3                            |
| Ship From Code            | NA                                |
| Mark For Code             | W61DD3                            |
| Service Approver (DoDAAC) | W61DD3                            |
| Service Acceptor (DoDAAC) | W61DD3                            |
| Accept at Other DoDAAC    | NA                                |
| LPO DoDAAC                | NA                                |
| DCAA Auditor DoDAAC       | NA                                |
| Other DoDAAC(s)           | NA                                |

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

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

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

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

(g) WAWF point of contact.

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

**Mr. Enrique Estrada – [enrique.c.estrada2.civ@army.mil](mailto:enrique.c.estrada2.civ@army.mil)**  
**Phone: 520-538-3516**

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

(End of clause)

