SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W911SD26QA086	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	IGNACIO CORDOVA	520-687-8204	31 JUL 2026 12:00 PM

9. ISSUED BY — CODE W911SD

W6QM MICC-WEST POINT
KO DIRECTORATE OF CONTRACTIN, MADC 681 HARDEE PLACE
WEST POINT, NY 10996-1514
UNITED STATES
IGNACIO CORDOVA, EMAIL: IGNACIO.J.CORDOVA2.CIV@MAIL.MIL
TELEPHONE: 520-687-8204

10. THIS ACQUISITION IS
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [X] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD: USD 12,005,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

- [ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED — SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

DRAFT

Solicitation/Contract Form Continuation

Instrument Name: West Point Ski Lift Maintenance

Product Service Code : J040

REPRESENTATIONS, CERTIFICATIONS, and SITE VISIT Information

SEE ATTACHED DOCUMENTS FOR COMPLETE SPECIFICATIONS, DETAILS & INSTRUCTIONS

REPRESENTATIONS & CERTIFICATIONS

The Government INTENDS to award a Firm Fixed Price contract resulting from this solicitation to the responsible offeror whose quote conforms to the solicitation. It is an Offeror's responsibility to ensure their SAM UEI# Profile is CURRENT & ACTIVE

Offerors Must Certify the items offered are in accordance with DFARS 252.225-7059, and the clause at DFARS 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation

It is the offeror's responsibility to carefully and thoroughly read through the requirement's Performance Work Statement (PWS) / Specifications and make a firm determination if they possess the capabilities to support the requirement identified in this solicitation.

Offeror Acknowledgement _____

IN ACCORDANCE with TAA Compliance, Cyber Safe Guarding, and Buy American

NOTE: Country, and City of Origin - Vendor Self Certify

Offerors MUST identify in the spaces below; the Country and City of Origin for the goods and materials they are supplying:

_____ -- Goods (Final Product; Apparel, Article, Merchandise, Component, Gadget, Utensil, Instrument, etc.)

LEAD TIME

Upon time and date of award, identify the estimated time of delivery for the items noted in the CLINs?

Component LEAD Time _____

SITE VISIT Information

Solicitation # W911SD-26-Q-A086

Description: West Point Ski Lift Maintenance

A site visit is scheduled for Thursday July 16th at 0830 AM SHARP!

IT IS SUGGESTED TO ATTEND

Attendees must RSVP via EMAIL on or before Monday 13th of July with the name(s) and number of persons attending.

We will assemble at 681 Rogers Place, BLDG 681, First Floor, lobby by the elevator, at 08:20. Then, we will depart to to the site visit, industry is responsible for THEIR OWN transportation.

Send RSVP's to: Ignacio.j.cordova2.civ@mail.mil, please reference Solicitation # W911SD-26-Q-A086, Ski Lift Site Visit in the email subject line.

It is industry's responsibility to periodically check the West Point Visitor Center Control Requirements at https://www.westpoint.edu/gateway-for-visitors#all

FAR 52.237-1 Site Visit -

Offerors / quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Summary of directions-

U.S. Army West Point Visitor's Center
2107 New South Post Rd, West Point, NY 10996

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Product Service Description: 0001 Maintenance Triple Chair Lift, Grip Universal Product Number: 012345 Product Service Code: J040 North American Industry Classification System (NAICS): 811310 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
0002	Product Service Description: 0002 Maintenance Multi Lift Handle Tow Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
0003	Product Service Description: 0003 Emergency Service Labor Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	40	Hours		
0004	Product Service Description: 0004 Replacement Parts Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
0005	Product Service Description: 0001 Maintenance Triple Chair Lift, Grip	1	Operating Unit		

	Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1001	Product Service Description: 1001 Maintenance Triple Chair lift, Grip Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 1002	Product Service Description: 1002 Maintenance Multi Lift Handle Tow Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 1003	Product Service Description: 1003 Emergency Service Labor Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	40	Hours		
Option Line Item 1004	Product Service Description: 1004 Replacement Parts Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 2001	Product Service Description: 2001 Maintenance Triple Chair lift, Grip Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		

Option Line Item 2002	Product Service Description: 2002 Maintenance Multi Lift Handle Tow Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 2003	Product Service Description: 2003 Emergency Service Labor Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	40	Hours		
Option Line Item 2004	Product Service Description: 2004 Replacement Parts Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 3001	Product Service Description: 3001 Maintenance Triple Chair lift, Grip Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 3002	Product Service Description: 3002 Maintenance Multi Lift Handle Tow Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 3003	Product Service Description: 3003 Emergency Service Labor Universal Product Number: 012345 Product Service Code: J040	40	Hours		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 3004	Product Service Description: 3004 Replacement Parts Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 4001	Product Service Description: 4001 Maintenance Triple Chair lift, Grip Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 4002	Product Service Description: 4002 Maintenance Multi Lift Handle Tow Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		
Option Line Item 4003	Product Service Description: 4003 Emergency Service Labor Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	40	Hours		
Option Line Item 4004	Product Service Description: 4004 Replacement Parts Universal Product Number: 012345 Product Service Code: J040 Pricing Arrangement: Firm Fixed Price	1	Operating Unit		

Continuation of Description

Requirements

commercial service requirement for annual preventative maintenance of the chair lift and handle tow at the Victor Constant Ski Slope, West Point, NY 10996.

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592

	UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
0005	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592

	UNITED STATES
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 1004	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592

	UNITED STATES
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592

	UNITED STATES
Option Line Item 2004	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592

	UNITED STATES
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 3004	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592

	UNITED STATES
Option Line Item 4002	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 4003	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES
Option Line Item 4004	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592

	UNITED STATES

Continuation of Deliveries or Performance

0001	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2027 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2026 To 06 Sep 2027
0002	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2027 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2026

	To 06 Sep 2027
0003	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2027 **Quantity** 40 Hours **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2026 To 06 Sep 2027
0004	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2027 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance**

	From 07 Sep 2026 To 06 Sep 2027
0005	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2027 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2026 To 06 Sep 2027
Option Line Item 1001	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2028 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES

	Period of Performance From 07 Sep 2027 To 06 Sep 2028
Option Line Item 1002	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2028 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2027 To 06 Sep 2028
Option Line Item 1003	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2028 **Quantity** 40 Hours **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES

	Period of Performance From 07 Sep 2027 To 06 Sep 2028
Option Line Item 1004	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2028 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2027 To 06 Sep 2028
Option Line Item 2001	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2029 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT

	DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2028 To 06 Sep 2029
Option Line Item 2002	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2029 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2028 To 06 Sep 2029
Option Line Item 2003	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2029 **Quantity** 40 Hours **Address and POC** Service Performance Site DoDAAC: W16BCU

	W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2028 To 06 Sep 2029
Option Line Item 2004	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2029 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2028 To 06 Sep 2029
Option Line Item 3001	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2030 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site

	DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2029 To 06 Sep 2030
Option Line Item 3002	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2030 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2029 To 06 Sep 2030
Option Line Item 3003	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2030 **Quantity** 40 Hours **Address and POC**

	Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2029 To 06 Sep 2030
Option Line Item 3004	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2031 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2030 To 06 Sep 2031
Option Line Item 4001	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2027 **Quantity** 1 Operating Unit

	Address and POC Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2030 To 06 Sep 2031
Option Line Item 4002	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2031 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2030 To 06 Sep 2031
Option Line Item 4003	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2031 **Quantity** 40 Hours

	Address and POC Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2030 To 06 Sep 2031
Option Line Item 4004	**Delivery Schedule** Delivery Before Delivery Date 06 Sep 2031 **Quantity** 1 Operating Unit **Address and POC** Service Performance Site DoDAAC: W16BCU W6BM USAG WEST POINT DPW FUEL AND PROPANE CONTRACT, BLDG 667B RUGER RD WEST POINT, NY 10996-1592 UNITED STATES **Period of Performance** From 07 Sep 2030 To 06 Sep 2031

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance.	2026-02		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	2023-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02		
52.222-37	Employment Reports on	2026-02		

	Veterans. (Deviation 2026-O0038)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards.	2018-08
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons.	2025-10
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.225-5	Trade Agreements.	2023-11
52.225-13	Restrictions on Certain Foreign Purchases.	2021-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While	2024-05

	Driving.	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award.	1996-08

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense	2023-01		

	Telecommunications Equipment or Services.	
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7002	Requests for Equitable Adjustment.	2022-12

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02		

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service

portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

[ ] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, 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) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the

Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.211-7003	Item Unique Identification and Valuation.	2023-01		

As prescribed in 211.274-5(a), use the following clause:

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise

identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number

assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

012345 NAME NAME

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC

Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U. S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.232-7006	Wide Area WorkFlow Payment Instructions. (Tailored)	2023-01

As prescribed in 232.7004(b), use the following clause:

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):

(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.

(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.

Invoice 2-in-1 Services

(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*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SD
Admin DoDAAC	W911SD

Inspect By DoDAAC	W16BCU
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	W16BCU
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

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

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

(g) *WAWF point of contact.*

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

TBD TBD TBD

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-10	Waste Reduction Program.	2024-05		
52.232-18	Availability of Funds.	1984-04		
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	2026-02		
52.242-15	Stop-Work Order.	1989-08		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		

252.225-7036	Buy American-Free Trade Agreements--Balance of Payments Program.	2024-02
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
252.243-7001	Pricing of Contract Modifications.	1991-12

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-8	Option to Extend Services.	1999-11		

As prescribed in 17.208(f), insert a clause substantially the same as the following:

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 ____[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9	Option to Extend the Term of the Contract. (Tailored)	2000-03

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 60 Days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days days[*60days unless a different number of days is inserted*] 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 Base plus four (4) one (1) option years(months) (years).

(End of clause)

52.232-19	Availability of Funds for the Next Fiscal Year. (Tailored)	1984-04

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-32	Performance-Based Payments.	2012-04

Performance-Based Payments (Apr 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ____[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including

liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-2	Clauses Incorporated by Reference. (Tailored)	1998-02

As prescribed in 52.107(b), insert the following clause:

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. (Tailored)	2020-11

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

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 [insert regulation name] (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)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7007	Limitation of Government's Obligation.	2014-04		

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) Billeting[Contracting Officer insert after negotiations] is/are

incrementally funded. For this/these item(s), the sum of $ TBD TBD[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates

indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ TBD
(month) (day), (year) TBD TBD	$ TBD
(month) (day), (year) TBD	$ TBD
(month) (day), (year) TBD	$ TBD

(End of clause)

List of Contract Documents, Exhibits, or Attachments

WAGE DETERMINATIONS and PWS-

WAGE DETERMINTIONS

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4159

Daniel W. Simms Division of | Revision No.: 32

Director Wage Determinations| Date Of Last Revision: 5/13/2026

_____|_____

_____

State: New York

Area: New York Counties of Orange

PWS- SEE ATTACHED for Full Details and Instructions

C1.0 Introduction. This is a non-personal services contract to provide Maintenance and Inspec-tion of the triple chairlift and rope tow at the Contant Victor Ski Slope. The Government will not exercise any supervision or control over the contract service providers. The Contractor shall perform to the standards specified in this Performance Work Statement (PWS). Contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Gov-ernment. The Contractor shall provide all personnel, equipment, supplies, facilities, transporta-tion, tools, materials, supervision, and other items and non-personal services necessary as de-fined in this PWS.

The personnel rendering the services are not subject; either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non-personal service contracts are authorized by the Government in accordance with (IAW) Federal Acquisition Regulation (FAR) Subpart 36.104, under general contracting authority, and do not require specific statutory authorization.

C1.1 Background. Maintenance and Inspections of triple chairlift and rope handle tow at Victor Constant Ski Area located at West Point, New York 10996 and consists of approximately 2 - Ski lifts, 1 - Borvig Ski Lift and 1 - Handle Tow.

C1.2 Objectives. The Contractor shall ensure all work accomplished in the performance of this PWS meets all applicable Federal, State, and Local Laws, Regulations, and Directives to in-clude the publications in Section 7, Related Documents. (Insert additional basic service objec-tives.)

The Contractor shall compile historical data, prepare required reports, and submit all information as specified by the Deliverables presented in the contract. The Contractor shall ensure all work in support of mission requirements tendered to the Government for acceptance conform to the measurable performance standards of quality, timeliness, and quantity specified in the PWS of this contract.

The intent is to establish work requirements that are performance-based and results-oriented. The Contractor shall determine the best and most cost-effective ways to fulfill (insert name of service (s)) and their component needs, emphasizing innovation and commercial best practices.

The contractor shall provide all trade certifications, expertise, services, materials, supplies, supervision, labor, except where specified as Government furnished to perform all the necessary yearly preventative maintenance to the rope handle tow, triple chair lift and inspection and certification for all wire ropes on the chair lift and handle tow at the Victor Constant Ski Slope West Point, NY 10996, in accordance with (IAW) applicable laws, rules, regulations, codes and guidelines at the United States Military Academy (USMA), West Point, NY 10996.

The contract shall have a base year with 4 option years. Performance period of Sep 2026 through SEP 2031.

WORK TO BE PERFORMED

C1.2.1 Description of Services. The contractor shall provide all trade certifications, expertise, services, materials, supplies, supervision, labor, and preventive maintenance on the handle tow, ski chair lift, inspection and certification for all wire ropes on the chair lift and handle tow at the Victor Constant Ski Slope West Point, NY 10996, in accordance with (IAW) all applicable laws, rules, regulations, codes and guidelines at the United States Military Academy (USMA), West Point, NY 10996.

C1.2.2 Hours of Operation: The Contractor Shall Perform Services during the normal work hours of 8:00AM - 4:30 PM Monday Thru Friday (Excluding Federal Holidays). No other work hours will be permitted unless requested in writing and approved by the Contracting Officer. The con-tractor shall coordinate the date and time of the maintenance with CCSB office Bldg. 667A 4th floor.

C1.2.3 Specific Tasks: The intent of this service contract is the complete inspection, certification, and maintenance to ensure trouble free and safe operation of the Multi Ski lift Handle Tow and the Borvig Triple Chair Lift located at the Victor Constant Ski Slope. Reference is specifically made to the Borvig instruction manual, 1983 edition and for the handle tow lift references are specifically made to the Multi Ski lift manufacturer's Quality Management requirements for con-struction, operation, handling, and maintenance of Multi Lifts.

Deficiencies: Contractor shall notify COR immediately upon finding any deficiencies that will not be repaired within these specifications.

The Contractor shall provide a written report of any deficiencies noted during inspections.

The report should include a detailed cost estimate to include parts, labor and materials of what repairs are required and should be submitted to the COR within 24 hours of identification of defi-ciencies. COR will then determine the proper course of action with the Mission Installation Con-tracting Command (MICC).

The contractor shall submit a written report to the COR documenting all work performed on the components of the chair lift and rope handle tow.

The contractor shall identify all deficiencies found, corrective measures taken, replacement parts required, quantities and quality of lubricants utilized. The same shall be submitted within 30 days upon completion of services.

The contractor shall ensure triple chair lift and handle rope tow to be in full and safe working or-der.

Wire Rope Inspection and Certification: Inspection and certification of all wire ropes specified in the performance section shall be performed by an experienced wire rope inspector.

The Contractor shall perform the wire rope inspection in accordance with the ANSI B77.1 stand-ard. See page 155. Section 7.4.1. WIRE ROPE in the ANSI B77.1-1999 Standard for a descrip-tion of the qualifications and procedures to follow as required for proper wire rope inspection.

STRUCTURES: Check for cracks in welds and general appearance that may indicate deteriora-tion of the structural integrity of each.

Prep, spot prime and fully paint towers as per statement, or as directed by the KO or COR: Towers # 1, 2 & 3, during the base year and 3rd option year. Towers # 4, 5 & 6 during the 2nd. opt year. Towers # 7, 8 & 9 during 1st option and 4th option years. Prep, spot prime and spot paint all other structures. Paint shall be oil base, and color shall remain the same.

GEAR BOX

Check for water accumulation and ensure the oil level is adequate.

SERVICE BRAKE

1. Change hydraulic fluid.

2. Clean and grease piston rod

3. Inspect pads and replace them if necessary.

4. Ensure the shoe to drum gap is within tolerances.

5. Ensure brake functions as designed.

6. Check, adjust, if necessary, that stopping distances are within acceptable standards. Torque test to 103 ft./lbs. at the APU shaft.

Correct deficiencies as required.

EMERGENCY BRAKE

Remove, clean, check for rust, lubricate with grease and reassemble conical springs. Inspect pads, replace, if necessary, check gaps and adjust as required.

Ensure bull-wheel rim and brake lining are clean.

Ensure hydraulic cylinders and lines are in good operating condition, hydraulic fluid is adequate. Torque test to 108 ft. lbs. and ensure emergency brake functions as designed.

Inspect bull-wheel welds and liner. Correct deficiencies as required. BACKSTOP

Lubricate dog bearing and under-speed switch.

Clean linkages, dog and area between dog and housing.

Clean, inspect and replace, if necessary, the under-speed switch wheel.

REVERSION TERMINAL

Check and lubricate bearing.

Inspect rubber liner, structure and bull-wheel welds.

COUNTERWEIGHT (see also para-K)

Clean wire rope of all old grease and apply new light grease. Grease all sheaves.

Ensure counterweight is positioned correctly.

HAUL ROPE (see also para-K)

Clean and lubricate with industrial castor oil.

CHAIRS

Lubricate pivot points at grips.

Inspect welds for cracks and re-weld as necessary.

NOTE: Disassembly of all chair grips are to be done every odd calendar year.

LINE SHEAVES

Ensure all bearings are adequately lubricated.

Insure tightness of all bolts. Visually check all sheaves, replace six (6) liners as required *and ensure all line sheaves are correctly aligned with the haul rope.

*If additional liners need to be replaced contact Contract Monitor (COR).

WIRE ROPE INSPECTION AND CERTIFICATION

Perform a complete and detailed inspection of the counterweight and haul ropes of the chair lift and the handle tow to ensure these wire ropes are safe for their intended use.

Inspect and certify the chair lift and handle tow haul rope, paying particular attention to the splices.

Inspect and certify the counterweight rope, paying particular attention to its' end connections. The report shall be included in the total PM report on a form applicable to satisfy the require-ments of ANSI B77.1 for Aerial Passenger Tramways and signed by the qualified wire rope in-spector.

LOW VOLTAGE SAFETY CONTROL SYSTEM

System check, by competent electrician for low voltage control systems on aerial chairlifts, to entire safety control circuitry. Repair, adjust or replace components as required.

Install an additional lift start control operator into the existing electrical control box on the exte-rior of the bottom lift house. One time requirement to allow lift operators to be in contact with pa-trons upon a restart.

Provide and maintain a minimum of 4 replacement brittle bars as spares and stored in bottom lift house.

HANDLE TOW MAINTENANCE

Check and service both upper and lower drive stations to include the electric motor, check and grease bearings. Check all remaining mechanical components. Inspect the status and ensure the quality of the gear oil (replace if necessary). The wheel hub bearings and the non-return de-vice at the return station are to be checked and to be lubricated with bearing grease.

Inspect the foundations and anchorages for their proper condition.

Inspect the proper condition of the entire electrical system and its earthing. Inspect all stop switches and safety gates and safety mechanisms. Insure all operate properly.

All screws of the lift construction are to be checked for their firm fit and to be re tightened if necessary. The steel wire rope is to be inspected at the whole length for wire break, intense corrosion, and distortion. The inspection result is to be documented and submitted to the COR or the KO.

Emergencies: The contractor shall respond to emergency services as and when called for by the (COR) or (KO) and within 4 hrs. of notification by same. Including Federal Holidays.

C2.0 Requirements.

C2.1 Description of Services. Maintenance/Inspection of Ski Lift and Handle Tow

C2.1.3 Place of Performance and Hours of Operation.

C2.1.3.1 Place of Performance. The work to be performed under this contract will be performed at the following locations on West Point, NY:

a. Victor Constant Ski Slope

C2.1.3.2 Hours of Operation. The Government's normal business hours are from 0800 - 1600 hours, excluding Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

C2.1.4 Federal Holidays. The Contractor's performance will be required on the Federal public holidays listed below as needed on an on-call basis. Holidays occurring on weekends will be observed as directed by the Federal calendar (5 United States Code (U.S.C) (S) 6103, Government Organization and Employees, Holidays).

New Year's Day 1st day of January Martin Luther King Jr.'s Birthday 3rd Monday of January Presidents Day 3rd Monday of February

Memorial Day Last Monday of May

Juneteenth 19th day of June

Independence Day 4th day of July

Labor Day 1st Monday of September

Columbus Day 2nd Monday of October

Veterans Day 11th day of November

Thanksgiving Day 4th Thursday of November

Christmas Day 25th day of December

NOTE: When a holiday falls on a Sunday, the following Monday will be observed as a holiday, and, when a holiday falls on a Friday or Saturday, the preceding Thursday is observed as a holi-day by U.S. Government Agencies. Federal holidays also include any Presidential or Congres-sionally designated days off other than the holidays listed above.

C2.1.4.1 Installation Closures. When an unforeseen Installation closure occurs on a regularly scheduled day of work, the Contractor shall reschedule the work to be performed the next busi-ness day following the closure unless the following day is a Saturday, Sunday, a recognized Federal Holiday, and when routine work is not scheduled for that day.

C2.1.4.2 Inclement Weather Delay. If the Contractor determines unsafe weather conditions for continued operations, then the Contractor shall notify the KO if inclement weather suspends op-erations within (2) hours. The Contractor shall resume operations with KO/COR approval.

C2.1.6 Emergency Services.

C2.1.6.1 Emergency Medical Treatment. The Contractor or their employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor shall notify the KO or COR/ACOR immediately, not later than (NLT) two (2) hours of the inci-dent. The Contractor shall be responsible for the emergency medical treatment services for Contractor personnel. However, the Government will provide, on an emergency basis, medical services for injuries incurred while an employee is performing under the contract. The Contrac-tor shall reimburse the Government for emergency medical services provided, upon receipt of invoice from the medical facility. Reimbursement shall be made to the United States (US) Gov-ernment.

C2.1.6.2 Accident Reporting. The Contractor shall comply with Operational Safety and Health Administration (OSHA) for record keeping and reporting of all accidents resulting in death, in-jury, occupational disease, or adverse environmental impact. A completed typed original plus one (1) copy of ENG FORM 3394 United States Army Corps of Engineers Accident Investiga-tion Report shall be delivered to the KO within five (5) calendar days of occurrence, whenever an accident involving personal injury or government owned property occurs.

C2.1.7 Contract Administration and Management.

C2.1.7.1 The following provides the roles and their respective authority during the perfor-mance of the contract:

C2.1.7.1.1 Contracting Officer (KO). The KO is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained else-where in this contract, said authority remains solely with the KO. In the event the Contractor makes any change at the direction of any person other than the KO, the change shall be consid-ered to have been made without authority and solely at the risk of the Contractor. All contract administration will be affected by KO. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions shall be affected, without a written modification to the contract, executed by the KO authorizing such changes. The KO will approve all submittals and plans required in this PWS.

C2.1.7.1.2 Contracting Officer's Representative (COR). The KO will appoint a COR during the performance of this contract.

C2.1.7.1.3 COR Authority. A letter of designation will be issued to the COR/ACOR by the KO. A copy of the letter will be sent to the Contractor. The letter of designation states the responsibili-ties and limitations of the COR/ACOR, especially regarding changes in cost, price estimates, or changes in delivery dates. The COR/ACOR is not authorized to change any of the terms and conditions regarding cost, quantity, or schedule of the resulting order.

2.1.7.3 The Contractor shall not in any way represent the United States (U.S.) Govern-ment, or that it has the authority to contract or procure supplies for the account of the United States of America (USA).

2.1.8 COR/ACOR Functions. The COR/ACOR monitors all technical aspects of the contract and assists in contract administration. The COR/ACOR is authorized to perform the following functions: assure the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral

communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements; monitor, document, and report Contractor's performance and notify both the KO and Contractor of any deficiencies; coordinate availability of Gov-ernment-Furnished Property, and coordinate site entry of Contractor personnel.

C2.1.9 Quality Control (QC). Quality Control is the responsibility of the Contractor. The Contrac-tor shall provide a Quality Control Plan (QCP) five (5) business days before contract start. The Contractor shall provide and maintain a QCP that is acceptable to the KO. Changes to the Con-tractor's QCP shall be submitted to the KO for review and approval within five (5) business days prior to implementation.

C2.1.10 Subcontract Management

C2.1.11 Contractor Employees

C2.1.11.1 Key Personnel.

C2.1.11.1.1 Project Manager (PM). The Contractor shall provide a PM who is responsible for the performance of the work. The PM shall have full authority to act for the Contractor on all con-tract matters relating to daily operation of the contract. The PM and any individuals designated as key personnel shall be able to understand, speak, read, and write the English language.

C2.1.11.1.2 Common Access Card (CAC). Certain administrative personnel will require a Com-mon Access Card to access Government systems. The identified personnel will have at a mini-mum, a favorable National Agency Check.

C2.1.11.1.3 U.S. Residency. All Contractor employees shall be legal U.S. residents. The Con-tractor personnel shall be able to communicate clearly in the English language.

C2.1.11.1.4 Qualification Standards. The Contractor shall throughout this contract utilize properly trained, skilled, and qualified employees or Sub-contractor personnel.

C2.1.11.1.5 Contractor Identification. The Contractor shall ensure all personnel are identified as a Contractor to distinguish themselves (e.g., badge, company logo, or uniform) from Govern-ment employees. The Contractor shall ensure all correspondence and reports produced are marked as Contractor products or that Contractor participation is disclosed.

C2.1.11.1.6 Standards of Conduct. Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure all personnel present a professional appear-ance while working on the Government Installation. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protec-tion, sanitation, security, and possession of firearms or other lethal or illegal weapons or sub-stance. The Contractor shall ensure all Contractor employees, providing services under this contract, conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove, from the job site, any employee for reasons of miscon-duct or security. The Contractor shall ensure employee conduct complies with 41 USC 423, Pro-curement Integrity. The Contractor shall also ensure that no Contractor employees conduct po-litical related activities or events on the Installation. The removal of such a person shall not re-lieve the Contractor of the requirement to provide personnel to perform adequate and timely ser-vice.

C2.1.11.1.7 Contractor Hiring Restrictions. The Contractor shall not hire or sub-contract with off duty or former Government employees whose employment would result in a conflict with Joint Ethics Regulation (JER) DoD 5500.07-R.

C2.1.12 Business Relations. The Contractor shall successfully integrate and coordinate all ac-tivity needed to execute the requirement of this PWS...The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

C2.2 Historic Property or Archaeological Site. Historic properties and archaeological sites are subject to the provisions of the National Historic Preservation Act (NHPA). The Contractor shall maintain the historic properties on the Installation IAW the NHPA, 54 United States Code (U.S.C) (S) 300101, National Preservation; 36 Code of Federal Regulations (CFR) Part 800, Advi-sory Council on Historic Preservation; and United Facilities Guide Specifications (UFGS). The

Contractor shall comply with all applicable Federal Historical Structure and Archeological Laws. Location maps can be found at the local DPW.

C2.2.1 Repair and Replacement. The Contractor shall report damages to the COR/ACOR within two (2) hours. The Contractor shall repair or replace parts with products similar in appearance to the original. Repairs, renovation, or replacement to historic buildings must be approved by the KO. The Contractor shall coordinate work through the Cultural Resources Manager. The Con-tractor shall comply with the appropriate provisions and stipulations of the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (Revised 1983) and the Integrated Cultural Resources Management Plan.

C2.2.2 Salvage. The Government retains all salvage rights to replace property of value. The Government will determine the value of the property. Items of no value shall be disposed of at the Contractor's expense. For items of value, and for all Government equipment regardless of value, the Contractor shall prepare DD Form 1348-1 for property disposal.

C2.3 Special Requirements

C2.3.1 Security

C2.3.1.1 Access and General Protection/Security Policy and Procedures. The Contractor and all associated Subcontractors' employees shall comply with applicable Installation, facility, and local security policies and procedures. The Contractor workforce shall comply with all per-sonal identity verification (PIV) requirements as directed by Department of Defense (DoD), Headquarters Department of the Army (HQDA), and local policy. The COR/ACOR will request changes in Contractor security matters or processes if the Force Protection Condition (FPCON) at any individual facility or Installation changes.

C2.3.1.2 Motor Vehicle Operators. Contractor's personnel, whose tasks involve require opera-tion of any vehicles, shall possess a valid driver's license, certificates, and permits applicable for the type and class of vehicle being operated.

C2.3.1.3 Contractor Vehicle Registration.

Currently there is no requirement to register Contractor owned vehicles with the Provost Mar-shal or DES. However, all vehicles must be registered IAW current state requirements. In

addition, all vehicles must be registered IAW current state requirements. In addition, the Con-tractor shall maintain a list of all Contractor-owned or operated vehicles and trailers operating on the Installation. The list may be used in case of emergency and/or another contingency. Evi-dence of vehicle ownership and vehicle liability insurance must be presented upon request.

C2.3.1.3.1 Contractor and Vendor Access. All privately-owned vehicles or motorcycles or Con-tractor or vendor-furnished vehicles and equipment must enter the Installation through the des-ignated secure access control points (ACP). Under the present Installation FPCON, vehicle and equipment operators and passengers must possess identification documents as required by Fort Belvoir DES to access the Installation. Vehicle and equipment operators must also possess and be

ready to show a valid state and/or commercial driver's license, current vehicle registra-tion, and proof of state required minimum liability insurance. As determined by the Installation FPCON, an elevated FPCON may require additional security screening and/or limited Installa-tion access. All vehicles must be registered IAW current state requirements in which they are registered.

C2.3.1.3.2 All Contractor personnel, not possessing a Common Access Card (CAC), re-questing access to West Point will enter through the designated Visitor Control Center (VCC). All Contractor personnel will be required to present a United States National or State issued identification that is capable of being scanned for valid entry. Contractor personnel will receive a visitor's badge at the VCC with the length of access allowed. The maximum access length for visitor badging is one year. Once issued a valid visitor's badge Contractor personnel may enter any Manned Access Control Point/Gate. All Contractor personnel and their vehicles, equipment, and packages are subject to inspection or examination (search) at entry/exit of the West Point.

C2.3.1.4 Physical Security. (The Contractor shall safeguard all Government equipment, infor-mation, and property provided for Contractor use IAW AR 190-13, The Army Physical Security Program. The Contractor shall maintain a physical security checklist or log (e.g., Standard Form (SF) 701, Activity Security Checklist), which will be forwarded to the KO and COR, NLT the 10th of each month, following the month of surveillance. The Contractor shall secure Government fa-cilities, equipment, and materials at the close of each work period. NA

C2.3.1.5 Secure Area Access. N/A

C2.3.1.6 Employee Terminations. When an employee is terminated from employment on the contract for any reason, the Contractor shall have an out-processing checklist that identifies the Government issued CAC card and Installation Access Badge/Pass has been turned into the COR and property items accounted for and back in proper custody. A signature shall be re-quired on the checklist from the appropriate person acknowledging receipt of the items. Check-lists shall be retained for the duration of the contract.

C2.3.1.7 Departing Employees. The Contractor shall ensure Contractor employees return secu-rity photographic identification cards, permits, CAC, GFP, keys, photo passes, range passes, sensor access (slide) cards and that access to the LAN email has been canceled. All out-pro-cessing Contractor employee CACs must be returned to the COR no later than close of busi-ness on the last workday. A formal termination or departing memo must be submitted to the COR and security office with the requested items stating they have been collected.

C2.3.1.8 Key Control. The Contractor shall establish a control system to ensure no keys issued to the Contractor by the Government are lost, misplaced, or used by unauthorized persons. Government keys shall not be duplicated by the Contractor without the COR's/ACOR's authori-zation. Procedures developed to control Government keys shall be included in the Contractor's QCP. The Contractor shall comply with AR 190-13 The Army Physical Security Program and AR 190-51 Security of Unclassified Army Property (Sensitive and Non-sensitive, applicable to key and lock).

C2.3.2 Security Training.

C2.3.2.1 iWATCH Training. The Contractor shall brief the local iWATCH program (training standards provided by the RA's Anti-Terrorism Officer (ATO)) to all the Contractor's employees and associated Subcontractors. This training is used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR/ACOR. The Contrac-tor shall complete the training within thirty (30) calendar days of contract award and within five

(5) calendar days of new employees commencing performance with the results reported to the COR/ACOR NLT thirty (30) calendar days after contract award.

C2.3.2.2 Anti-Terrorism (AT) Level 1 Awareness Training. All Contractor employees, to include Subcontractor employees, requiring access to USAG West Point Installation, facilities and controlled access areas shall complete AT Level I awareness training within thirty (30) calendar days of contract start date and within five (5) calendar days of new employees commencing performance and send to the COR via both electronic and paper copy. The Contractor shall com-plete the training within thirty (30) calendar days of contract award AT level I awareness training is available at the following website: http://jko.jten.mil.

C2.3.2.3 Operational Security (OPSEC) Awareness Training. IAW AR 530-1, Operations Se-curity, Contractor employees shall complete Level I OPSEC Awareness training within thirty (30) calendar days of contract award and send to the COR via both electronic and paper copies. All Contractor personnel shall complete Level I OPSEC Awareness training annually. Level I OPSEC training is available at the following website: https://securityawareness.usalearn-ing.gov/opsec/index.html.

C2.3.3 Safety. The Contractor shall safeguard and maintain all Government and Contractor property, as well as provide for the safety and well-being of personnel employed under this contract. The Contractor shall comply with AR 385-10, The Army Safety Program. All Contractor employees shall wear a reflective vest or suitable substitute while working during darkness hours. Contractor shall be responsible for any injury to any Contractor's representative, or others, as well as for any damage to any personal or public property that occurs during the performance of this contract that is caused by the Contractor's fault or negligence.

C2.3.3.1 Safety Plan. The Contractor shall develop and implement a safety program for its employees. The Contractor shall submit the Safety Plan to the KO for review and acceptance within ten (10) days of commencement of work. Revisions shall be submitted five (5) calendar days prior to the effective date of change.

2.3.3.2 Occupational Safety and Health Administration (OSHA). The Contractor shall comply with the OSHA standards. The Contractor shall comply with all applicable Federal, State, and Local Laws, Regulations, and Directives. If the Contractor fails or refuses to comply promptly with safety requirements, the Government may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order

shall be made the subject of claim for extension of time or for excess costs or damages to/by the Contractor. The Contractor shall be responsible for enforcement of all safety requirements by the Contractor and his Subcontractors/teaming partners and/or joint venture partners.

C2.3.3.3 Hot Work Permit. A Hot Work Permit is required any time heat producing devices are used and shall be issued by the Fire Department prior to ANY work being started. Example, welding, grinding, cutting, brazing, etc. Hot Work Permits will be closed by the Fire Department, after hot work is completed, and before personnel responsible for the work clear the job site.

C2.3.4 Training, Physical Requirements, or other Expertise Required.

C2.3.4.1 Certification and Licensure. The Contractor shall ensure all Contractor's employees and associated Subcontractors are certified or licensed in the specific areas required by the State of New York. The Contractor shall ensure employees are certified or licensed in the ap-propriate Environmental Protection Agency (EPA) areas required. The Contractor shall ensure all required documentation of certification or licensure for Contractor personnel are filed with the COR/ACOR within twenty-four (24) hours prior to employees commencing performance.

C2.3.5 Environmental Requirements.

C2.3.5.1 Environmental Compliance. The Contractor shall comply with all Federal, State, Local, and Installation Environmental Laws, Rules, Plans, and Policies. The Contractor shall use and store all materials, chemicals, and equipment used in the performance of services on the Installation IAW with Industry Standards, Local, State and Federal Laws. The Contractor shall be financially responsible for all fines and associated costs for hazardous waste management, transportation, and disposal of waste due to the Contractor's non-compliance. The Contractor shall submit Safety Data Sheets (SDS) for approval on all materials, five (5) days before delivery of the material, to the COR/ACOR. The Contractor shall provide upon request from the COR/ACOR all required data to meet environmental-mandated reporting requirements (e.g., air emission data, hazardous material storage/usage, herbicide/pesticide usage, solid/hazardous waste generation). The Contractor shall provide data to meet reporting deadlines and during compliance inspections upon request from the COR/ACOR.

C2.3.5.2 Spill Plan. The Contractor shall notify the COR/ACOR within one (1) hour, if the Contractor spills or releases any hazardous substances, i.e., substances listed in 40 CFR 302, Designation, Reportable Quantities, and Notification. The Contractor shall submit a Spill Plan to the KO for approval within thirty (30) days of contract award IAW Spill Prevention Control and Countermeasure Plan.

C3.0 Performance Requirements and Standards.

C3.1 Performance Task Requirements, Standards and Acceptable Quality Levels (AQLs).

C3.2 Quality Assurance (QA). The Government will evaluate the Contractor's performance un-der the contract IAW the Government's Quality Assurance Surveillance Plan (QASP). QASPs are considered "living documents," dynamic, adaptable, and subject to modification based on Contractor performance surveillance results. The QASP is not part of the PWS and will not be issued with the solicitation. The QASP focuses on the procedures and processes the Govern-ment will implement to assure the Contractor is performing IAW the performance standards within the PWS. The Government plan defines the criteria for how the Contractor's performance will be

evaluated, the frequency of surveillance, and the items to be inspected. Although the Government will develop a QASP, Government surveillance of Contractor performance is not limited to the QASP, or the performance objectives, outlined in the Performance Requirements Summary (PRS). The Government retains the right to evaluate all services required by the con-tract. The Government will conduct inspections and tests in a manner that will not unduly delay the work. If any of the services performed do not conform to contract requirements, the Contrac-tor shall perform the services again at no additional cost to the Government.

C3.3 Quality Control Plan (QCP). Quality control is the responsibility of the Contractor. The Con-tractor shall develop, implement, and maintain an effective quality control program which shall be documented in a QCP to ensure services are performed IAW this PWS. The Contractor shall develop and implement procedures to identify and prevent the recurrence of defective services. The Contractor's QCP is how they assure that the work conforms to contract requirements. The basic principle of the plan is that the Contractor is responsible for quality control. The QCP shall be constructed in such a manner that each SERVICE can be extracted and used for that func-tion only and not contain extraneous information. The Contractor's QCP shall include a separate section, which addresses the Contractor's method of managing quality of work. The QCP shall

include a description of the inspection system to address services listed in this PWS, and a de-scription of the methods to be used for identifying and preventing defects in the quality of ser-vices performed. The plan shall include a description of the Contractor's inspection system to include specifics as to areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the Contractor's inspectors. No lead person or first line supervisor shall be considered a Quality Control Inspector. The Contractor shall develop, maintain, and submit a QCP to the KO for acceptance within thirty (30) calendar days after the contract is awarded. The Contractor shall submit any proposed changes in the QCP to the KO for written approval five (5) working days prior to implementation.

C3.4 Quality Control Files. The Contractor shall maintain files of all inspections or tests con-ducted by the Contractor, to include any corrective actions taken. These files shall be subject to Government review at the COR's discretion during the contract term, to include any extensions of contract term. The Quality Control Files will be the property of the Government and shall be turned over to the Government upon completion or termination of the contract.

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration.	2026-02		
52.204-16	Commercial and Government Entity Code Reporting.	2020-08		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	2023-09		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

Addendum to 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services

INSTRUCTIONS

ALL OFFERORS INTERESTED IN SUBMITTING A QUOTE FOR THIS REQUIREMENT NEED TO FOLLOW THESE INSTRUCTIONS.

If an offeror does not comply with these instructions, they shall be excluded from consideration contract award.

All offerors interested in submitting a quote for this requirement MUST hold the required certifications and credentials for WIRE ROPE in the ANSI B77.1-1999 Standard qualifications and procedures to follow as required for proper wire rope inspection.

To be Considered Submittals (Certifications)

All offerors interested in submitting a quote for this requirement MUST submit up to date, valid, and active ANSI B77.1-1999.

IF AN OFFEROR DOES PROVIDE THE REQUIRED SUBMITTALS, THEY SHALL NOT RECEIVE CONSIDERATION FOR CONTRACT AWARD.

CONDITIONS, AND NOTICES TO OFFERORS

L.1 The quote preparation instructions are contained in Section L of the Request for Quote (RFQ) and are herein incorporated by reference.

Quotations shall be submitted on or before the closing date and time identified in block 8 of the SF1449 to the following address:

Mission and Installation Contracting Command - West Point

Attn: Ignacio Cordova
681 Rogers Place, Room 100
West Point, NY 10996-1514

Address all questions or concerns regarding this solicitation, by email to: (ignacio.j.cordova2.civ@army.mil.).

All interested offerors, to participate must hold up to date, valid, and active ANSI B77.1-1999 to perform the required services on the West Point Ski Lift System and provide current and valid satisfactory safety records

The deadline for question (RFI) submission is 21st July 2026, 1630 (4:30pm).

All questions regarding this solicitation shall be submitted in writing via email to:

ignacio.j.cordova2.civ@army.mil

L.2 Quotation Submittals:

L2.1 General. Offerors are required to submit the following completed provisions:

L.2.2 This is a Lowest Price source selection conducted in accordance with evaluation of quotations , as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Offers will be evaluated using the criteria under ADDENDUM to FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS.

Noncompliance with the Request for Quote (RFQ) requirements may hamper the Government's ability to properly evaluate the quote and may result in elimination of the quote from further consideration for contract award.

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation) (Tailored)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Factor 1 - Technical (Submittals). Submit up to date, valid, and active ANSI B77.1-1999 in accordance with the solicitation PWS specifications and criteria, criteria is significantly more important than price.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

Addendum FAR 52.212-2

EVALUATION--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have 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 following provisions are incorporated into 52.212-2 as an addendum to this solicitation:

Evaluation Factors for Award

(a) Basis for Contract Award. This is a Lowest Price source selection conducted in accordance with Federal Acquisition Regulation (FAR) 12.203(a)(1)(2)(3), Technical Evaluation of quotations or offers, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Contract shall be awarded to the contractor who is deemed responsible in accordance with the FAR, as supplemented, whose quote conforms to the solicitation's minimum requirements (to include all stated terms, conditions, representations, certifications, and all other information required by 52.212-2 of this solicitation and is judged by an overall assessment of the evaluation factors to represent the most advantageous to the Government by exceeding the minimum requirements to meet the Lowest Price to the Government.

(b) Award for All of the Work. The Government intends to award one (1) Firm Fixed Price (FFP) contract as a result of this solicitation. Quotes received for less than the stated number of items listed in the Price Schedule will be considered ineligible for award. As set forth in FAR 52.212-1 (g), the Government intends to evaluate quotes and award a contract without discussions with contractors. Therefore, the contractor's initial quote should contain the contractor's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(c) Evaluation Criteria. Submittals in accordance with specifications, shall be evaluated under two (2) evaluating factors: Technical, and Price.

Factor 1 - Technical (Submittals). Submit up to date, valid, and active ANSI B77.1-1999 in accordance with the solicitation PWS specifications and criteria will receive one of the ratings defined below. (PWS C1.1) and (PWS C1.2) and (PWS C1.2.3) and

Table 1. Technical Rating(s) Acceptable/Unacceptable Ratings	

Rating	Description
Acceptable	Submittal(s) clearly meets the minimum specifications/requirements of the solicitation.
Unacceptable	Submittal(s) does NOT clearly meet the minimum specifications/requirements of the solicitation.

Factor 2 - Price. Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in (FAR) 12.203(a)(1)(2)(3), through these techniques the Government will determine whether prices are reasonable.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.237-1	Site Visit.	1984-04		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-20	Predecessor of Offeror.	2020-08		

Predecessor of Offeror (Aug 2020)

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(End of provision)

52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products.	2021-02

Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

(a) Definition.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
____	____
____	____

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) [ ] The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) [ ] The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.225-18 Place of Manufacture. 2018-08

Place of Manufacture (Aug 2018)

(a) Definitions. As used in this provision-

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ ] Outside the United States.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference. (Tailored)	1998-02

As prescribed in 52.107(a), insert the following provision:

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)

52.252-5	Authorized Deviations in Provisions. (Tailored)	2020-11

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement [insert regulation name](48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)