

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

<i>NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.</i>			1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (<i>No collect calls</i>)
9. ISSUED BY		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:	

<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)	NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): SIZE STANDARD:
<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> ECONOMICALLY DISADVANTAGED	
<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB)	
<input type="checkbox"/> 8(A)	<input type="checkbox"/> 8(A)	

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> FOR PROPOSAL (RFP)
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15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

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

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (<i>For Government Use Only</i>)
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<input type="checkbox"/> 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 <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)	
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)	31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Garrison Dam Man Lift Rental

Product Service Code : 3895

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Mobilization and Demobilization Equipment Type: Man lift Product Service Code: 3895 North American Industry Classification System (NAICS): 532412 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Crane services to place and remove manlift from spillway apron Equipment Type: Man lift Product Service Code: 3895 North American Industry Classification System (NAICS): 532412 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Provide operating manlift Equipment Type: Man lift Product Service Code: 3895 North American Industry Classification System (NAICS): 532412 Pricing Arrangement: Firm Fixed Price	28	Days		
0004	All Remaining Work Equipment Type: Man lift Product Service Code: 3895 North American Industry Classification System (NAICS): 532412 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

Requirements

Supply contract to provide rental of a man lift for Omaha District US Army Corps of Engineers at Garrison Project for required inspections of the spillway Tainter gates.

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: In accordance with the Statement of Work</p> <p>DoDAAC: 968709 CountryCode: USA</p> <p>COE GARRISON PROJECT OFFICE USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES</p> <p>Brandon Sailer</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: In accordance with the Statement of Work</p> <p>DoDAAC: 968709 CountryCode: USA</p> <p>COE GARRISON PROJECT OFFICE USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES</p> <p>Brandon Sailer</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: In accordance with the Statement of Work</p>

	<p>DoDAAC: 968709 CountryCode: USA</p> <p>COE GARRISON PROJECT OFFICE USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES</p> <p>Brandon Sailer</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: In accordance with the Statement of Work</p> <p>DoDAAC: 968709 CountryCode: USA</p> <p>COE GARRISON PROJECT OFFICE USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES</p> <p>Brandon Sailer</p>

Continuation of Deliveries or Performance

0001	<p>Delivery Schedule Delivery On Or Before Delivery Date 30 Aug 2026 Quantity 1 Job</p> <p>Address and POC Ship To DoDAAC: 968709 CountryCode: USA COE GARRISON PROJECT OFFICE USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES</p> <p>Brandon Sailer</p> <p>Special Handling/Notes FoB Details</p> <p>Party to Pay Transportation Cost: Contractor</p> <p>Point Type: Destination</p>
0002	<p>Delivery Schedule Delivery On Or Before Delivery Date 30 Aug 2026 Quantity 1 Job</p> <p>Address and POC Ship To DoDAAC: 968709 CountryCode: USA COE GARRISON PROJECT OFFICE USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES</p>

	<p>Brandon Sailer</p> <p>Special Handling/Notes FoB Details</p> <p>Party to Pay Transportation Cost: Contractor</p> <p>Point Type: Destination</p>
0003	<p>Delivery Schedule Delivery On Or Before Delivery Date 30 Aug 2026 Quantity 28 Days</p> <p>Address and POC Ship To DoDAAC: 968709 CountryCode: USA COE GARRISON PROJECT OFFICE USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES</p> <p>Brandon Sailer</p> <p>Special Handling/Notes FoB Details</p> <p>Party to Pay Transportation Cost: Contractor</p> <p>Point Type: Destination</p>
0004	<p>Delivery Schedule Delivery On Or Before Delivery Date 30 Aug 2026 Quantity 1 Job</p>

Address and POC

Ship To

DoDAAC: 968709

CountryCode: USA

COE GARRISON PROJECT OFFICE

USAED, OMAHACENWO-OD-GA, PO BOX 527 RIVERDALE, ND 58565 UNITED STATES

Brandon Sailer

Special Handling/Notes

FoB Details

Party to Pay Transportation Cost: Contractor

Point Type: Destination

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		

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. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

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		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7056	Prohibition Regarding Business	2023-01		

Operations with the Maduro Regime.

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
252.247-7023	Transportation of Supplies by Sea.	2024-10

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		

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

(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)

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		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	2026-04		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

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

List of Contract Documents, Exhibits, or Attachments

Attachments:

Statement of Work

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Statement of Work_1	Statement of Work		01 May 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-00038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-00038)	2026-02		

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		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
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		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it will will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

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

52.212-1 Addendum; Instructions to Offerors - Commercial Items

Please provide the following information with your proposal:

Company's Name as it appears on SAM:

Company's Address as it appears on SAM:

UNIQUE ENTITY ID:

CAGE CODE:

TIN:

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF1449, letterhead stationary, or as otherwise specified in the solicitation. Offers must be submitted electronically, unless other arrangements have been made. Send completed offers to Brianna Wohlers, Contract Specialist at Brianna.N.Wohlers@usace.army.mil. The proposal shall consist of one (1) pdf document not to exceed 25 pages. The price worksheet will not count towards the 25 page limit. The Government may not review any additional pages after 25. As a minimum, offers must include with their proposal:

- (1) The solicitation number;
- (2) The name, address, federal tax identification, email, and telephone number of the offeror;
- (3) Names, title, email, and telephone number of persons authorize to negotiate and sign the proposal;
- (4) All required technical, past performance, and price factor information stated in FAR 52.212-2, Evaluation - Commercial Items;
- (5) A statement specifying agreement will all terms, conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration; and
- (6) Acknowledgement of Solicitation Amendments, if applicable

(b) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

(c) Questions. All questions pertaining to this combined synopsis and solicitation shall be in writing, directed to the attention of Brianna Wohlers, Contract Specialist at Brianna.N.Wohlers@usace.army.mil. All questions shall be submitted not later than seven (7) calendar days prior to the proposal due date, in order to ensure adequate time is allotted for form an appropriate response and if needed, amend the solicitation. Offerors are requested to review the solicitation in its entirety for answers to questions, prior to submitting a new question.

(d) Insurance Required (FAR 52.228-5): In accordance with FAR 28.307-2, "Liability," the contractor shall procure the following minimum insurance:

Type	Amount
Workman's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$1,000,000 per occurrence

And, when automobiles are used in connection with performing the contract:

Type	Amount
Automobile Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence

And, when aircraft is used in connection with performing the contract:

Type	Amount
Aircraft Public and Passenger Liability Insurance	\$200,000 per person
Bodily Injury (other than passenger injury)	\$500,000 per occurrence
Property Damage	\$200,000 per occurrence
Passenger Liability Bodily Injury	\$200,000 multiplied by the number of seats or

passenger, whichever is greater

And, when contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity insurance. The contractor is responsible for contacting the state for compliance with its workman's compensation laws.

(e) State and Local Taxes. The U.S. Army Corps of Engineers is exempt from paying state and local taxes per Title 4 United States Code 104-107. The U.S. Army Corps of Engineers Tax ID Number is 62-1642142. Contractors performing services for the U.S. Army Corps of Engineers are not exempt from state and local taxes in transactions with vendors, suppliers, or subcontractors.

*** 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 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(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:

1. Technical

- a. Offeror shall name the proposed crane company to place and remove the lift from the spillway slab.
- b. Offeror shall submit technical information (e.g. capacity and reach) for their proposed manlift for the inspection.

2. Past Performance

- a. Offerors shall submit at least three (3) project examples from the past (2) years that demonstrate experience operating a manlift of similar size and configuration as required by the Performance Work Statement. Provide verifiable reference contact information or a reference letter for each project provided. Additionally, evaluation of Past Performance may be based on the Contracting Officer's knowledge of and previous experience with the Government and any information contained in the Contractor Performance Assessment Reporting System (CPARS), contained at <https://cpars.gov>.

3. Price

- a. Offeror shall complete Attachment 2 - Pricing Schedule, located in Part 5 of the Statement of Work, in its entirety, and submit it with their quote submission. The price shall be inclusive of all costs to perform the work specified in the Performance Work Statement. If an Offeror does not complete all pricing items on the Pricing Schedule, the Government may determine the quote to be unacceptable.

(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 Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		

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 2020-11
 Provisions.

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 (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

STATEMENT OF WORK (SOW)

MAN LIFT RENTAL IN SUPPORT OF REQUIRED HSS INSPECTION OF GARRISON DAM SPILLWAY TAINTER GATES FOR THE OMAHA DISTRICT CORPS OF ENGINEERS

Part 1 General Information

1. GENERAL: This is a supply contract to provide rental of a Man Lift for the Omaha District U.S. Army Corps of Engineers (USACE).

1.1 Description of Requirement/Introduction: The contractor shall provide all equipment, tools, vehicles, supervision, and other items necessary to provide a manlift for use by the government for inspection of the Garrison Dam spillway Tainter gates. The contractor shall place and remove the manlift from the Garrison Dam spillway.

1.2 Background: A Man lift rental is needed for an HSS (Hydraulic Steel Structure) inspections of the Garrison Dam spillway Tainter gates. Man lift rental is required to be inspected by USACE in accordance with ER 1110-2-8157 Responsibility for Hydraulic Steel Structure, and EDCR TR-07-15 Fitness-for-Purpose Evaluation of Hydraulic Steel Structures.

1.3 Objectives: The objective is to provide a rented manlift and support described in paragraph 1.1.

1.4 Scope: The scope includes lowering the man lift from the top of the spillway wall onto the spillway slab and bringing it back up upon completion of the inspection. The top of the spillway wall to the top of slab is an approximate 27-foot drop. The man lift shall be in good working condition, and the contractor shall certify that the manlift has been inspected in accordance with ANSI A92. Any deficiencies or problems noted man lifts inspection shall have been corrected and all documentation of inspection and repairs shall be available for government review prior to each inspection.

The man lift shall be provided such that HSS inspections can be performed over one 28-day period.

1.4.1 Performance Standards and Guideline Requirements: The man lift shall have the following requirements:

- a. The Contractor shall provide means and methods for lowering and raising the man lift from the ground surface at the top of the spillway walls to the top of the spillway slab. The Contractor shall submit a plan to the government for approval of how this will be done and what equipment will be used to accomplish this task.
- b. The man lift shall be capable of providing access for two (2) Corps of Engineers inspectors and one (1) operator to safely perform inspection within arm's reach of all underside and exterior surfaces of the Tainter gate to be inspected. The top of Tainter gate is approximately 65 feet above the flat portion of the spillway slab adjacent to the spillway crest. The man lift will be required to reach horizontally to closely inspect the spillway gates and will be required to reach horizontally approximately 65 feet. The man lift boom shall be capable of reaching the entire downstream portion of the spillway Tainter gate from the spillway slab. See as-builts provided in the appendix. The man lift shall be able to be close enough that any portion of downstream face of the gate is within hand's reach. The manlift shall have a minimum reach of eighty (80) feet.
- c. The man lift shall be operated, inspected, tested and maintained in accordance with the manufacturer's operating manual and ANSI A92.2 Vehicle-Mounted Elevating and Rotating Aerial Devices
- d. The man lift's basket shall be self-leveling
- e. Hardhats, reflective vests, and safety glasses shall be worn while the manlift is placed onto and removed from the spillway slab.
- f. The man lift shall have no oil or hydraulic fluid leaks, cracks, rust, loose or broken wires, bent switch arms, broken bolts, abraded or damaged hoses.
- g. The man lift will be clean and free of dirt, oil and debris.
- h. The contractor will have a first aid kit available at all times.

- i. In case of mechanical failure of the manlift, the contractor shall repair or replace the manlift within 24 hours of notification by the government.

The equipment pricing shall include all miscellaneous expenses, parts, fuel, and lubricants to keep the equipment in good working condition. The Government will not be responsible for payment of downtime due to mechanical failure or any other reason within the control of, or due to the fault or neglect of the contractor.

1.5 Period of Performance: The period of performance will be from the Date of Contract Award through 30 August 2026. The Government expects that the work to be completed in June or July 2026, with actual dates to be coordinated with the Project Office and the Inspectors.

1.6 GENERAL INFORMATION

1.6.1 Recognized Holidays: The following Federal legal holidays are observed by these Omaha District installations:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

1.6.2 Hours of Operation: The contractor is responsible for conducting business, between the hours of 7:00 am and 5:30 pm Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.3 Place of Performance: The work to be performed under this contract will be performed on government property at the Garrison Dam spillway, near Riverdale, North Dakota.

1.6.4 Site Visit: The government will conduct a site visit for all interested contractors on Friday, 15 May 2026 at 10:00 AM local time. Contact David Beck at the Garrison Project Office at (701) 654-7754 to RSVP at least 24 hours in advance.

1.6.5 Antiterrorism/Operation Security Requirements: Contractor personnel performing work under this contract must be accompanied by either Project Personnel or Personnel from the Omaha District Office while on the work site.

1.6.6 Coordination with the Project Office(s): Day to day contact with Government personnel, and telephone communication shall normally provide adequate information exchange. The Government reserves the right to schedule meetings at the Project or District Office as necessary to ensure strict compliance with the terms and conditions of the contract. Such meetings shall be scheduled, to the extent possible, at mutually convenient times, at no additional cost. However, upon notice, the contractor shall attend meetings regarding matters affecting this contract.

1.6.7 Contractor Employees: The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the Contracting Officer as a potential threat to health, safety, security, general well-being or operational mission of the facility and its population. List of personnel shall be made available in writing to the Government at the start of the contract.

The contractor shall make sure employees have valid driver license(s) before starting work under this contract and throughout the term of the contract.

1.6.8 Safety & Security Requirements: The contractor shall comply with all pertinent provisions of the Federal, State, and local regulations as stated in the applicable Safety & Health Requirements Manual per EM 385-1-1 (available on-line at: https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf). The contractor shall take or cause to be taken such additional measures as the Contracting Officer or COR may determine to be reasonable and necessary for safety and security.

The contractor shall take reasonable measures to safeguard any keys issued to them to perform the work required by the contract. All keys shall be returned to the Government upon request and/or completion of the contract. Failure to return keys can result in withholding of payment.

1.6.9 Contractor Travel: Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the Contracting Officer or COR.

Each task will have only one mobilization/demobilization charge whether it runs for one or several days. As prescribed at FAR 31.2056-46, travel costs incurred for travel in the Continental United States, Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States, shall not exceed on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense. Lodging and per diem apply to jobs that run more than one day. Each task order will allow for these costs based on number of days over the first day and be part of the task order pricing proposal.

Travel Costs

Air Travel (Economy/Coach)

Website: <https://www.defensetravel.dod.mil/site/premium.cfm>

Reimbursement Rate

Joint Travel Regulation

Auto Mileage

Website: <https://www.irs.gov/tax-professionals/standard-mileage-rates>

IRS/Joint Travel Regulation

Per Diem

Website: <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>

Joint Travel Regulation

Regulations applied to this contract are subject to change.

PART 2

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

2. GOVERNMENT FURNISHED ITEMS AND SERVICES:

2.1. Services: The Government will provide the inspection team comprising of one or two inspectors.

2.2 Facilities: The Government will provide the necessary workspace for the contractor staff to provide the support outlined in the SOW to include office space for pre-inspection and out-briefing meetings.

2.3 Utilities: Not Applicable

2.4 Equipment: Government personnel will supply their own hardhats, boots, safety goggles, safety vests and floatation devices.

2.5 Materials: Not Applicable

PART 3
CONTRACTOR FURNISHED ITEMS

3. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

3.1 General: The Contractor shall furnish all supplies, equipment, and facilities required to perform work under this contract that are not listed under Section 2 of this SOW.

3.2 Secret Facility Clearance: Not Applicable

3.3. Materials: The Contractor shall provide personal safety devices such as hardhats, steel-toed boots, safety goggles and hearing protection as required. The contractor shall also provide any miscellaneous supplies necessary for inspection such as flashlights.

3.4. Equipment: The Contractor shall furnish a man lift. The man lift shall be capable of providing access for two (2) Corps of Engineers inspectors and one (1) operator to safely perform inspection within arm's reach of the downstream face of the spillway Tainter gate. The attached as-builts represent the geometry that will be encountered. The manlift shall have a minimum reach of eighty (80) feet.

3.5 Submittals: For the inspection, the Contractor shall provide the following submittals for Government review and approval no less than 30 days prior to the scheduled inspection date.

- a. Documentation for how the Contractor will lower the man lift down on to the spillway slab and information on equipment that will be used to accomplish this task.
- b. Manufacturer's information for the man lift and all necessary information required to show compliance with this PWS.
- c. Records of most recent annual and frequent inspections per ANSI 92.2 and documentation of required safety-related repair completion.

PART 4
APPLICABLE PUBLICATIONS

4. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

4.1. The Contractor shall perform all work in accordance with U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1.

4.2 Comply with requirements of ANSI A92.2 Vehicle-Mounted Elevating And Rotating Aerial Devices.

PART 5

ATTACHMENT LISTING

5. Attachment List:

5.1. Attachment 1 –Garrison Dam Spillway Relevant As-builts

5.2. Attachment 2 – Pricing Schedule

Attachment 1

Garrison Dam Spillway Relevant As-builts and Photos

See attached as-builts for information that will aid the Contractor in selecting the appropriate man-lift and accessing the spillway slab, and site photos showing access and placement of equipment previously.



Crane placing equipment on spillway slab, circa 2025.

Garrison Dam - Spillway Tainter Gate Manlift Services
W9128F26QA055
ATTACHMENT 2 - PRICING SCHEDULE

BASE ITEMS					
Item	Description	Estimated Quantity	Unit of Measure	Unit Price	CLIN Total
0001	Mobilization / Demobilization	1	JOB	XXX	
0002	Crane services to place and remove manlift from spillway apron	1	JOB	XXX	
0003	Provide operating manlift	28	DAY		
0004	All Remaining Work	1	JOB	XXX	
Total (Items 0001 - 0004):					

Notes: Prices must be entered for all items of the pricing schedule. Total amounts submitted without prices being entered on unit prices or CLIN totals will be rejected. In the case of variation between the unit prices and the CLIN total, the unit prices shall be considered the quote. In the case of variation between the CLIN totals and the cumulative total(s), the CLIN prices shall be considered the quote.