SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W911PT26QA073	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	30 JUN 2026	1 65

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		26PW004

7. ISSUED BY CODE W911PT

W6QK ACC WVA
ACC WATERVLIET ARSENAL, 1 BUFFINGTON ST
WATERVLIET, NY 12189-4000
UNITED STATES
MARIA DECRESCENZO, EMAIL: MARIA.D.DECRESCENZO.CIV@ARMY.MIL
TELEPHONE: 518-266-4641

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	MARIA DECRESCENZO	518-266-4641

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: REPLACE FEED WATER PIPING
PROJECT LOCATION: WATERVLIET ARSENAL BUILDING 136

-26PW004 - INSTALL FEED WATER LINES BLDG. 136

-M1_26PW004_INSTALL_WATER_LINES

-WAGE DETERMINATION GENERAL DECISION NUMBER: NY2, LATEST REVISION APPLIES AND IS INCORPORATED.

-TECHNICAL POC IS MICHAEL WHITE

PLEASE READ THROUGH SOLICITATION AND APPLICABLE DOCUMENTS PRIOR TO REQUEST FOR INFORMATION. ALL REQUESTS FOR INFORMATION MUST BE IN WRITING VIA ELECTRONIC MAIL TO MARIA.D.DECRESCENZO.CIV@ARMY.MIL.

11. The contractor shall begin performance within 7 calendar days and complete it within 45 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 02:30 PM ***(hour)*** local time 15 JUL 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section A - Solicitation/Contract Form

Instrument Name: REPLACE FEED WATER PIPING AT BUILDING 136 AT WATERVLIET ARSENAL

A. NOTICE OF WATERVLIET ARSENAL INFORMATION/REQUIREMENTS

(a) IMPORTANT DELIVERY/QUALITY REQUIREMENTS:

(1) ALL OFFERORS MUST CAREFULLY REVIEW THE DELIVERY REQUIREMENT IN THE REQUEST FOR QUOTE OR SOLICITATION. WHEN SUBMITTING AN OFFER/BID, PLEASE ENSURE THAT YOU CAN MEET THE DELIVERY SCHEDULE.

(2) ON TIME DELIVERY IS VERY CRITICAL. THEREFORE, YOU MUST ADHERE TO THE DELIVERY REQUIREMENTS INDICATED IN ANY RESULTANT AWARD. FAILURE TO COMPLY WITH THE CONTRACTUAL DELIVERY SCHEDULE, MAY RESULT IN TERMINATION OF THE ORDER OR REQUIRE CONSIDERATION IF THE GOVERNMENT ELECTS TO EXTEND DELIVERY. (NOTE: Non-availability of raw materials, subcontractor issues, scheduling conflicts, should be considered at the time you are submitting your offer/bid. They are not acceptable excuses for failing to meet the delivery after award).

(3) PROVIDING QUALITY PRODUCTS THAT CONFORM TO THE CONTRACT ARE JUST AS IMPORTANT AS MEETING THE REQUIRED DELIVERY. DELIVERY OF NONCONFORMING PRODUCTS RESULTS IN DELIVERY DELAYS AND INCREASED COSTS TO THE ARSENAL.

(4) PAST PERFORMANCE FOR QUALITY AND DELIVERY MAY BE A MAJOR CONSIDERATION IN MAKING DETERMINATIONS FOR FUTURE CONTRACT AWARDS.

NOTICE: Throughout this document we may use the terms "we" and "you", the term "we" means the government of the United States of America, and the term "you" means the contractor.

(b) WATERVLIET ARSENAL INFORMATION FOR CONTRACTORS:

"Watervliet Arsenal Information for Contractors" document is incorporated by reference in all solicitations and contracts. The full text version of the instructions is available at Internet address: http://www.wva.army.mil/Documents/Contracting/WAIC.pdf Upon request, the contracting officer will make its full text available."

POC - CONTRACT SPECIALIST/BUYER: **Maria DeCrescenzo**

TELEPHONE NUMBER: **518-266-4641**

E-MAIL ADDRESS: **maria.d.decrescenzo.civ@army.mil**

Please provide the following information for your company.

VENDOR NAME: _____

VENDOR POC: _____

POC PHONE: _____

E-MAIL ADDRESS (see note below): _____

UNIQUE ENITITY ID: _____

CAGE CODE (if known): _____

TAX ID NUMBER: _____

NOTE: Your e-mail address is required so that in the event you receive the resultant award, we can e-mail it to you. If we experience difficulties with e-mail, it will be data faxed.

(c) POSTERS:

(1) Contracts for Material, Supplies, Articles and Equipment Exceeding $15,000/Service Contract Labor Standards. Orders subject to these Acts require contractors to post WH Publication 1313, "Employee Rights on Government Contracts".

(2) Construction Orders. Orders for construction require contractors to post WH Publication 1321, "Employee Rights under the Davis Bacon" and the Office of Federal Contract Compliance poster on "Equal Employment Opportunity is the Law."

(3) These posters can be accessed electronically at http://www.dol.gov .

(4) Hard copies of the posters will be made available upon request to the contracting officer.

(d) PAYMENTS:

Any vendor that receives an award (except those paid by credit card or accommodation check) can view invoice payments made by DFAS at https://piee.eb.mil/ using the "my invoice" system. You will be required to register in order to view payments. Payment information is maintained for 120 days from invoice payment. Vendors can find out when invoices have been paid by Electronic Funds Transfer (EFT), etc. This website can save valuable time and frustration over billing questions and it is a free service.

(e) RELEASE OF INFORMATION:

The contractor shall not release or authorize release of DoD specifications; acceptance test results; information involving critical military technology; or any other information in which the

DoD maintains proprietary rights, or is otherwise confidential or classified. This restriction includes any endorsement by the Department of Army of a contractor. Release of information under the circumstances referenced above requires the prior written approval of the Contracting Officer responsible for this contract. It is the contractor's responsibility to be familiar with, and comply with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf

*** END OF NARRATIVE ***

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	TO PROVIDE ALL LABOR, MATERIAL, PARTS AND EQUIPMENT REQUIRED FOR THE REMOVAL AND REPLACEMENT OF FEED WATER PIPING AT BUILDING 136 PER SOW PROJECT #26PW004 Bldg 136v2. Wage Determination General Decision Number: NY2, latest revision applies and is incorporated. Magnitude of this Project is between $25,000 and $100,000 Period of Performance is 45 Calendar Days from receipt of Notice to Proceed. 100% Payment and Performance Bonds (Performance bonds only if quote is over $150k) are required Technical POC is Michael White. Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK (SOW)

FOR

Replace Feed Water Lines

AT

Watervliet Arsenal

Building 136

Project #: 26PW004
Installation Management, Public Works Division

Facilities Engineering (TAWV-IMP-F)

PART 1 GENERAL

1.1 SUMMARY OF WORK

1.1.1 Project Description

a. This Statement of Work (SOW) defines the effort required for replacing two existing backflow preventers with two new government supplied backflow preventers. There will also be removal and replacement of approximately 70 linear feet of 4-inch black carbon steel feed water line and fittings. All newly installed pipe and fittings shall be insulated and labeled.

1.1.2 Location of Work

a. The work is located at 136, approximately as indicated. The exact location will be shown by the Contracting Officer.

1.1.3 Period of Performance

a. The contractor shall be required to (i) commence work under this contract within 7 calendar days after the date the contractor receives notice to proceed, (ii) prosecute the work diligently, and (iii) complete the entire work ready for use not later than [45] calendar days after notice to proceed was given. The time stated for completion shall include final cleanup of the premises.

1.1.4 Hours of Operation

a. Normal duty hours are 7:00 AM through 4:00 PM, Monday through Thursday, and 7:00 AM through 3:00 PM on Fridays. Federal holidays are non-work days. If a federal holiday falls on a Saturday or Sunday, the preceding Friday or following Monday is a work holiday.

1.2 SUBMITTALS

1.2.1 General Submittal Requirements

a. The contractor shall provide submittal documents via e-mail to the Contracting Officer for review and approval. Provide all physical (non-document) submittals (including but not limited to material swatches, samples, etc.) directly to the Contracting Officer for review and approval. All submittals require government approval unless otherwise explicitly stated.

b. The contractor shall reference APPENDIX A "Consolidated List of Submittals" for the complete list of required submittals.

c. The contractor is required to review the project site and obtain and/or verify all measurements and project data/information required to perform this project work. In addition, the contractor is required to review all contract documents and provide written notice to Contracting Officer of any discrepancies that are found.

d. The contractor shall supply all tools, materials, supplies, equipment, labor, temporary utilities and supervision necessary for a complete and appropriate execution of the contract documents and requirements of this SOW.

e. The SOW and any Project Drawings and Specifications do not indicate each component, device, fastener, fixture, or similar incidental item necessary for the performance of the Work. The Contractor shall provide, furnish, and install all necessary and appropriate components, devices, fasteners, fixtures, or similar incidental items as necessary and required to provide complete, operable, and functional system to suit the intended purpose

1.2.2 Contractor Safety Plan

a. The contractor shall submit a safety plan which is specific to the work activity being performed under the scope of this project for Government review and approval.

1.2.3 Lockout / Tagout (LOTO) Acknowledgement

a. The Contractor shall sign and submit a "Lockout/Tagout (LOTO) Notification Acknowledgement Record" prior to working on or de-energizing any electrical equipment.

1.2.4 Asbestos Notification Acknowledgement Record

a. The contractor shall sign the "Asbestos Notification Acknowledgement Record" and submit this form to the Project COR prior to starting project work.

1.2.5 Project Schedule

a. The contractor shall create a project schedule and submit for Government review and approval.

b. The project schedule shall detail the phases of work and the overall timeline for the execution of the work. The contractor shall include delivery dates, appropriate milestones, and shall clearly detail any requirements for work performed outside of regular hours of operation.

1.3 GENERAL REQUIREMENTS

1.3.1 Watervliet Arsenal Information for Contractors (WAIC)

a. The contractor shall perform all work in strict conformance with **Watervliet Arsenal Instructions for Contractors** (WAIC). The contractor shall read and understand this document prior to submitting a proposal. The WAIC is publicly available at: <http://www.wva.army.mil/Documents/Contracting/WAIC.pdf>

1.3.2 Utility Outage Requests and Utility Connection Requests

a. Schedule work to minimize outages. For utility outages and connections required during the execution of work that affect existing systems, coordinate schedule with COR. Schedule utility outages and connections to minimize disruptions to the Government. No additional payment will be provided for utility outages and connections required to be performed outside the regular work hours.

b. The contractor shall notify the Contracting Specialist a minimum of two (2) business days before the contractor starts work. The contractor shall notify the COR a minimum of seven (7) business days before the shut-down of a utility or building service.

1.3.3 Safety Requirements

a. The contractor is required to provide the proper control of hazardous energy (lockout/tagout) per OSHA 29 CFR 1910.147.

b. The contractor shall inspect the project work site prior to starting work, and shall request a copy of the asbestos building inspection records to verify the location and description of known asbestos-containing materials.

1.4 ON-SITE PERMITS

1.4.1 Excavation (Dig Permit)

a. The clearance of buried utilities will be performed by the Government in advance of the Contractor performing subsurface work, unless otherwise explicitly stated.

b. The Contractor shall obtain a copy of the completed Utility Clearance Permit (WVA Form 420-2-E) from the COR prior to performing subsurface work. Verify existing utility locations indicated on contract drawings, within area of work.

1.4.2 Hot Work and Confined Space

a. Obtain permit for welding, burning, use of flame, or entry into confined space from WVA Fire Department by calling (518)266-5990 each day the permit is to be used.

1.5 APPLICABLE DOCUMENTS

1.5.1 Specifications

a. The following specifications accompany this Statement of Work and are a part thereof.

i. UFGS 23 07 00 Thermal Insulation for Mechanical systems

ii. UFGS 22 00 00 - Plumbing, General Purpose

iii. UFGS 23 05 15 - Common Piping for HVAC

1.5.2 References

a. The following references accompany this Statement of Work and are a part thereof.

i. Watervliet Arsenal Instructions for Contractors (WAIC).

ii. NFPA 70 - National Electric Code (NEC).

iii. ANSI/ASME A13.1 - Pipe Labeling Requirements

iv. ASME B31.1 Code for Pressure Piping

1.6 CONTRACTOR EQUIPMENT

1.6.1 Equipment Identification

a. The contractor shall create and affix a label to all large equipment, dumpsters, and other mobilized property, which is weather-resistant (laminated, or within a see-thru label hanger), securely affixed to the equipment or visible through a window, and which clearly displays the General Contractor's:

i. Company Name, POC Name (first, last), POC phone number, Project Number.

1.6.2 Waste Dumpster

a. The contractor shall place any waste dumpsters in a manner that does not interfere with thru-traffic.

b. Place waste dumpsters with a minimum of 33' clearance from any building. The final location shall be coordinated with, and approved by the COR before any dumpsters are mobilized.

c. Cover all waste dumpsters when not in use, and before the end of each work shift. The cover shall be weather-tight.

d. The Contractor shall submit all Bills of Lading and Weight Slips associated with the disposal of all construction and demolition (C&D) debris to the Contracting Officer on a monthly basis. The contractor shall provide this information within ten (10) days of disposal of the waste.

PART 2 PRODUCTS

2.1 GENERAL

All work shall be in strict accordance with product manufacturer's instructions and specifications, including but not limited to manufacturer guidance for storage, staging, application, installation, and disposal of the product.

2.1.1 Hazardous Materials

a. The contractor shall submit Safety Data Sheets (SDS) for all hazardous materials to be used.

2.1.2 Asbestos, Mercury, Lead, PCB

a. Unless otherwise stated, all materials for this project shall be new. All products shall not contain any asbestos, mercury, chromium/lead paint, Class I Freon, and Polychlorinated Biphenyls (PCB), and shall state such on the manufacturer's original packaging.

2.1.3 DoD Green Procurement Program

a. All construction materials shall meet the applicable requirements of the DoD Green Procurement Program, specifically recycled content products, environmentally preferable products and services, biobased products, energy-and water-efficient

products, alternate fuel vehicles and alternative fuels, products using renewable energy, and alternatives to hazardous or toxic chemicals as found at <http://www.acq.osd.mil/dpap/cpic/cp/docs/USA001967-08-DPAP.pdf>.

2.1.4 Paint

a. To meet the Affirmative Procurement Program (Federal Government's Buy Recycled Requirements) all paint used in the project shall adhere to the below listed requirements of the Comprehensive Procurement Guideline for recovered materials. This applies only to interior latex paint, only if available at the time of the project.

i. Reprocessed Latex Paint (White, Off-White, Pastel Colors) shall contain 20% Post consumer content.

ii. Reprocessed Latex Paint (Grey, Brown Earth tones, and Other Dark Colors) shall contain 50-99% Post consumer content.

Consolidated Latex Paint shall contain 100% Post consumer content.

2.2 PRODUCTS

2.2.1 Pipe

i. Black carbon steel, schedule 40, grade A, seamless, conforming to ASTM A53.

2.2.2 Pipe Fittings

i. Fittings 2 inches and under 150 psi min. wsp, banded black malleable iron screwed, conforming to ASTM A197and ASME B16.3

ii. Unions 2 inches and under, 250 psi min. wsp, banded black malleable iron screwed, conforming to ASTM A197 and ASME B16.3

iii. Fittings 2 1/2 inches and over, steel butt weld, conforming to ASTM A234 and ASME B16.9 to match pipe wall thickness

iv. Flanges 2 1/2 inches and over, 150 psi forged steel conforming to ASME B 16.5, Weld neck to match pipe wall thickness.

2.2.3 Flange

i. Flanged fittings including, but not limited to, flanges, bolts, nuts and bolt patterns must be in accordance with ASME B16.5 class 150 and must have the manufacturer's trademark affixed in accordance with MSS SP-25.

ii. Flange material must conform to ASTM A105.

iii. Bolts must be high strength or intermediate strength with material conforming to ASTM A193.

2.2.4 Gaskets

i. Non-asbestos material in accordance with ASME B16.21

ii. Flat gaskets, 1/16 inch thick, and contain Aramid fibers bonded with Styrene Butadiene Rubber (SBR) or Nitro Butadiene Rubber (NBR)

iii. Gaskets must be full face or self-centering flat ring type

2.2.5 Valves

i. 2-inches and smaller must be bronze with threaded bodies for pipe and solder type connections for tubing.

ii. Valves over 2-inches shall have flanged iron bodies and bronze trim.

2.2.6 Insulation

i. 1 1/2 inch thick, closed cell, foam or expanded rubber materials containing anti-microbial additive, exterior vapor barrier, complying to ASTM C534, grade 1, type1.

ii. PVC Jacketing, white .02" minimum.

2.2.7 Pipe Label

i. Snap-Around, 360-degree visibility, flow direction arrows.

PART 3 EXECUTION

3.1 ITEMS OF WORK

3.1.1 General Requirements

a. The contactor shall be responsible for enabling and disabling fire alarms while performing any work that may set off the fire alarms. Fire alarms shall only be operated by a properly trained fire alarm technician.

b. The contactor shall be responsible for isolating, draining and LOTO of all sources of energy for this project.

c. If the fire alarms need to be disabled, the contactor shall be responsible for enabling and disabling fire alarms while performing any work that may set off the fire alarms. Fire alarms shall only be operated by a properly trained fire alarm technician.

d. The fire department shall be alerted prior to disabling or enabling any fire alarms or points in the fire alarm system.

e. The fire alarm system is a Simplex 4100ES located on the first floor.

f. Any work performed on this project shall be done after heating season, which ends approximately May 15th. All work must be coordinated through project COR.

3.1.2 Replace Backflow Preventers

a. The contractor shall remove the two existing backflow preventers and replace with the two government supplied backflow preventers.

b. Strainers housing from the old backflow shall be removed and reused on the new backflow preventer. The strainer shall be installed in same location on new backflow preventer, after isolation valve and before first check valve. Contractor shall remove old strainers and install new strainers.

c. All piping, hoses, valves and fittings shall be replaced from both strainers and piped into the backflow drain line.

d. New Flanges, gaskets and bolts shall be supplied and installed for all new connections at the backflow preventer.

e. Install new 3-inch, schedule 40 PVC, DWV lines and fittings from backflow preventers down to lower level. Piping on wall shall be cut and coupling installed to connect new and old piping. Approximately thirty linear feet of pipe.

3.1.3 Remove and Replace Piping

a. The contactor shall be responsible for isolating, draining and LOTO of all sources of energy for this project.

b. The contractor shall remove and replace the existing 4- inch black iron piping, valves, fittings, pipe hangers, supports, threaded rod and insulation. All piping shall be removed and replaced up to and including the first fitting on each of the branch lines.

c. All piping over 2-inches shall be welded. Piping must be welded in accordance with qualified procedures using performance-qualified welders. Contractor shall submit a copy of qualified procedures and a list of names and identification symbols of qualified welders and welding operators. Procedures and welders must be qualified in accordance with ASME BPVC SEC IX. Welding procedures qualified by others, and

welders and welding operators qualified by another employer, may be accepted as permitted by ASME B31.9, unless temperature and pressure limits specified then may be accepted as permitted by ASME B31.

d. The contractor shall be responsible to supply and replace all necessary fittings on the branch lines to connect the new water line to the branch line. Branch lines connections on 4" supply line shall have olet fittings. Di-electric unions shall be used where copper and steel pipes are connected.

e. New isolation valves shall be installed within two feet of where the branch line connects to the main. Piping shall be modified as necessary to accommodate the new valve installation.

f. New flanges, gaskets, bolts, unions and shall be replaced up to the point where the new water line connects to existing branch lines.

g. Horizontal pipe supports must be spaced as specified in MSS SP-58 and a support must be installed not over 1 foot from the pipe fitting joint at each change of direction of the piping. Pipe supports must be spaced not over 5 feet apart at valves. Horizontal pipe runs must include allowances for expansion and contraction

h. The contractor shall remove and replace the six (6) pipe stanchions supporting the pipe at and near the backflow preventer. Stanchions are to be completely removed including removing the bolts from the floor.

i. New pipe stanchions shall be bolted and secured to the floor

j. New four-inch valves, flanges, bolts and gaskets shall be replaced, this is to include:

i. The 4-inch butterfly valve for the holding tanks

ii. The 4-inch OS&Y isolation valve for the water softeners

k. The contractor shall be responsible to supply and replace all necessary fittings on the branch lines to connect the new water line to the branch line. Branch lines connections on 4" supply line shall have olet fittings. Di-electric unions shall be used where copper and steel pipes are connected.

l. Install new 3-inch, schedule 40 PVC, DWV lines and fittings from backflow preventers down to lower level. Piping on wall shall be cut and coupling installed to connect new and old piping. Approximately thirty linear feet of pipe.

3.1.4 Radiographic Inspection of Welds

a. The contractor shall furnish all labor, tools, safety equipment, supervision, transportation, insurance, and all other ancillary items/services necessary to perform a

random radiographic examination of field welds throughout the replaced water piping. If any of the welds are deemed unacceptable, they shall be removed, re-welded, and radiographically re-examined at no additional cost to the Government. For bidding purposes, the Contractor shall anticipate performing testing on no less than ten (10) field welds.

b. The project COR shall identify the ten field welds that are to be inspected. **Project COR/Engineer reserves the right to review all inspection records, and if any welds inspected are found unacceptable in accordance with ASME B31.1, the fitting shall be removed, replaced, and reexamined at no additional cost.**

c. The Contractor shall submit for review and approval the radiographic examination procedure to be used under this contract. The procedure shall be established to demonstrate that the required sensitivity can be consistently achieved under the most unfavorable conditions (e.g. source to film distance, geometric un-sharpness, thickness, etc.).

i. The radiographic technique and procedure adopted shall conform to the requirements outlined in Article 2 as well as Article 22 of ASME Sec V.

ii. The IQI sensitivity obtained shall be equal to or better than the requirements mentioned in Article 2 of ASME Sec V.

d. The Contractor shall perform radiographic examination in accordance with all applicable codes and safety requirements to include Army Pamphlet 385-24, the Army Radiation Safety Program, and the New York State Department of Health.

i. The Contractor shall obtain an Army Radiation Permit from the WVA Safety Office prior to bringing or using the x-ray equipment on post. Contractor shall submit a copy of their license and the name of the piece of equipment to the Project COR. The purpose of the name is to verify the amount of radiation the equipment emits.

ii. Contractor shall remove the x-ray equipment from post upon completion of the test (s).

iii. Contractor shall store and utilize the X-ray equipment in a manner so that Government and other personnel are not exposed to the device.

iv. Contractor shall conduct radiation surveys prior to the usage of the equipment and document findings to ensure that ALARA principles and proper standoff distances are in place.

e. The Contractor shall place a radiograph identification mark and two location identification marks on the piping at each radiograph location.

i. A corresponding radiograph identification mark and two location identification marks, all of which shall show on the radiograph, shall be produced by placing lead numbers or letters, or both, over each of the identical identification and location marks made on the steel to provide a means for matching the developed radiograph to the weld.

ii. Information required to show on the radiograph shall include the contract identification, initials of the radiographic inspection company, and initials of the fabricator, the radiographic identification mark, the date, and the weld repair number, if applicable.

f. The Contractor shall process the film to comply with all the manufacturer's recommendations as to required chemicals, processing techniques and times. Particular attention shall be taken on dilution, chemical life, and replenishment.

g. The Contractor shall furnish all radiographs to the Project COR immediately after processing along with the evaluation.

i. All radiographs shall be free from mechanical, chemical, or other blemishes to the extent that they cannot mask or be confused with the image of any discontinuity in the area(s) of interest in the radiograph. Such blemishes include, but are not limited to the following: fogging, processing defects such as streaks/water marks/or chemical stains, scratches, finger marks, dirtiness, static marks, smudges, tears, loss of detail due to poor screen t-to-film contact or false indications due to defective screens or internal faults.

h. The Contractor shall consider successful performance of this work when all the field welds in the carrier piping pass examination. Acceptance level shall be as per relevant project code.

i. Personnel performing the radiographed examination shall be qualified to American Society for Nondestructive Testing (ASNT) Level-II or Level-III. The evaluation (film interpretation) shall be performed at a minimum by a ASNT Level-III radiographer, in line with Article 2 of ASME Sec. V. The film interpreter shall also have a yearly eye examination and the certificate shall be available upon request for verification. The certificate of ASNT/ISNT Level II qualification of the Non-Destructive Testing (NDT) personnel shall be submitted to the Government for verification prior to commencement of the work.

3.1.5 Hydrostatic Test

a. The contractor shall perform a hydrostatic test of the newly installed piping up the first isolation valve on each branch line.

b. Hydrostatic leak test for piping

i. Provide complete hydrostatic testing for leaks of all applicable piping systems in accordance with ASME B31.1 "Code for Pressure Piping," latest revision.

ii. Test pressure for service piping shall be at least 1.5 the incoming water pressure, but in no less than 100 psig.

iii. Following the application of hydrostatic test pressure for at least 4 hours, examination shall be made for leakage of the piping and at all joints and connections. No leakage or pressure drop is acceptable.

iv. If leaks are found, they shall be eliminated as appropriate, and the test repeated until no leakage is found.

v. The contractor shall supply all necessary equipment to perform the hydrostatic test including pumps, fittings, gauges and pipe/hose.

vi. Testing must be witnessed and approved by the COR.

3.1.6 Insulate New Piping

a. The contractor shall insulate the new piping and fittings. The city water lines before the backflow preventer and after the OS&Y valves shall have existing insulation removed and be replaced.

b. All insulation shall be closed cell insulation 1.5 - inch thick with an exterior vapor barrier.

c. All insulation shall be installed with tight butt joints. All joints and ends shall be sealed with joint sealant, , mastic, permanent adhesive tape or PVDC adhesive tape.

d. Contractor shall install PVC jacketing over the insulation. All seams on PVC jacketing shall overlap and seams shall be sealed with tape or tacks

e. Pipes shall be labeled in accordance with the most recent version of ANSI /ASME A13.1 Pipe Labeling Requirements. Labels for the water lines shall be placed at intervals of 25 feet and clearly readable from floor. Pipe label shall be snap-around and read "Cold Water" or "Feed Water" and indicate direction of flow. Pipe label must be approved by project COR.

3.2 CLOSEOUT REQUIREMENTS

3.2.1 Construction and Demolition Debris

a. The Contractor shall submit copies of all Bills of Lading and Weight Slips associated with the disposal of construction and demolition (C&D) debris and/or recycled materials, under this scope of work. Submit documentation per Appendix A, "Consolidated List of Submittals".

3.2.2 Cleanup of Work Site

a. The contactor shall clean all work areas and remove all tools, equipment, debris, materials, and all waste from the premises.

b. The contractor shall remove all debris from any remote holding locations, to include any excavation and concrete equipment chute cleanout debris.

c. The contractor shall remove their equipment from Watervliet Arsenal premises within five (5) working days after completion of project work.

3.2.3 Restoration of Work Site

a. The contractor shall repair any items, building surfaces, equipment or miscellaneous items which were damaged during the execution of this SOW. Items that cannot be repaired to restore original function or aesthetics shall be replaced in kind by the Contractor at no additional charge to the Government.

b. Grass, trees, and other vegetation affected by project work shall be restored to same or better condition as existed prior to the start of project work. The Contractor shall prepare the affected areas to eliminate uneven areas and low spots. Remove foreign materials, weeds, and damaged soil. The Contractor shall scratch the area to a depth of three (3) inches where topsoil is to be placed. Spread topsoil to a uniform, compacted depth of less than five (5) inches over areas to be reseeded. Rake until smooth. The Contractor shall seed, fertilize, and water the area to establish grass.

3.2.4 Warranty

a. The contractor shall provide a [1] year warranty on all new parts installed and craftsmanship from the date of government acceptance.

PART 4 APPENDICES

a. Consolidated List of Submittals

APPENDIX A: *Consolidated List of Submittals*

Line	Item Submitted	Submittal Needed By	Submittal Reviewed By (Office)
1	Safety Data Sheets for Hazardous Materials (SDS)	NLT 7 Calendar Days After Award	Safety Office
2	Signed Contractor Asbestos Notification Form		Environmental Office

		NLT 7 Calendar Days After Award	
3	Signed Lockout/Tagout (LOTO) Notification Acknowledgement Record	NLT 7 Calendar Days After Award	Safety Office
4	Project Schedule	NLT 7 Calendar Days After Award	COR
5	Contractor Safety Plan	NLT 7 Calendar Days After Award	COR
6	Solid Waste Reporting Log, Bills of Lading, Dump Slips for C&D Debris and Recycled Materials	NLT the 10th Day of the Following Month, and at Project Completion.	Environmental Office
7	Welding Procedures and Qualified Welders	NLT 7 Calendar Days After Award	COR
8	Pipe, Fittings, Valves, Flanges and Flange Kits	NLT 7 Calendar Days After Award	COR
9	Insulation, Jacketing and Pipe Labels	NLT 7 Calendar Days After Award	COR
10	Radiographic Test Equipment Licenses, Radiographic Technician Certificate	NLT 7 Calendar Days After Award	COR

11	X-Ray Test Results	NLT 1 Calendar Day after Test Completion.	COR

*** END OF NARRATIVE ***

Requirements

Replace Feed Water Piping Building 136 at the Watervliet Arsenal, NY 12189.

0001
CLIN only - Requisition Document Number (MILSTRIP, DLMS, FEDSTRIP) : W16H1F530800CY
Product Service Code : Z1NB
Bill to Party: W16H1F

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-12	Inspection of Construction.	1996-08		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: INSPECTION AND ACCEPTANCE terms per SOW. DoDAAC: W911PT CountryCode: USA W6QK ACC WVA ACC WATERVLIET ARSENAL, 1 BUFFINGTON ST WATERVLIET, NY 12189-4050 UNITED STATES

Section F - Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to completion of performance 45 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Lot **Address and POC** Place of Performance DoDAAC: W911PT CountryCode: USA W6QK ACC WVA ACC WATERVLIET ARSENAL, 1 BUFFINGTON ST WATERVLIET, NY 12189-4050 UNITED STATES **Period of Performance** From 01 Aug 2026 To 31 Oct 2026

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

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.

N/A

(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.

Construction Invoice

(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	HQ0303
Issue By DoDAAC	W911PT
Admin DoDAAC	W911PT
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A

Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W911PT
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	W911PT

(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.

N/A

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

(End of clause)

Section H - Special Contract Requirements

H._1_ SERVICES/CONSTRUCTION REQUIREMENTS

(a) SCHEDULE UNIT OF MEASURE NOTE: When "LOT" is stated as a unit of measure it is the equivalent to "JOB".

(b) WORK PERFORMED ON-SITE AT WATERVLIET ARSENAL:

The contractor agrees that each employee working at Watervliet Arsenal will sign the "Contractor Personnel Agreement on Non-Disclosure of Watervliet Arsenal Technology below. Signatures must be received by the Contract Administrator before work may begin and any resultant delay won't be considered an excusable delay to contract performance as defined in the contract clause "Default". Additional copies of this Non-Disclosure Statement can be found on the Internet at http://www.wva.army.mil/Documents/Contracting/nondis.pdf

(d) CONTRACTOR PERSONNEL AGREEMENT ON NON-DISCLOSURE OF WATERVLIET ARSENAL TECHNOLOGY

(1) The Undersigned, as an employee of (Name of Firm) agrees to the following terms and conditions.

(2) Any knowledge gained, as a result of my being permitted on Watervliet Arsenal's premises, concerning cannon production technology (as defined below) or other technology on any defense item being manufactured or developed at Watervliet Arsenal, will not be released outside of (Name of firm) and/or the United States of America (this prohibition includes, but is not limited to, the company's domestic and foreign subsidiaries, affiliates, etc.), nor will such technology be used to manufacture or assist another in the manufacture of cannon (as described below) or other defense items being manufactured or developed at Watervliet Arsenal, without the written prior approval of Watervliet Arsenal.

(3) Definitions:

(a) CANNON: is defined as any and all components/parts of a complete assembly consisting of a tube, breech mechanism, tube attachments, muzzle appendages, firing mechanisms, and all integral components. It may also be a component of a weapons system of 40mm Bore or over such as tank guns, towed and self-propelled howitzers, naval guns, mortars and recoilless guns.

(b) CANNON PRODUCTION TECHNOLOGY: is defined as the technical data package and manufacturing technology.

(1) TECHNICAL DATA PACKAGE: cannon engineering drawings, specifications and standards.

(2) MANUFACTURING TECHNOLOGY: technical knowledge, documentation, assistance and equipment and machines used and/or useful in the manufacturing of cannon.

(c) TECHNICAL KNOWLEDGE: the know how collected, trade secrets, production experience and special skills necessary for the production of cannon and the technical information and inventions necessary for the manufacture of cannon and relating to the manufacture of cannon.

(d) TECHNICAL DOCUMENTATION: manufacturing technical data comprised of drawings, specifications, schemes, composition, descriptions, methods of calculations, instructions and other information necessary for the manufacture of cannon.

(e) TECHNICAL ASSISTANCE: all assistance required to make practical and economical use of the technology required to manufacture cannon, such as delivery of documentation, training of personnel, instructions, consultations and acquainting of specialists with the most economical method of using this technology in the manufacture of cannon.

(f) EQUIPMENT AND MACHINES: production machines, machine accessories, apparatuses, spare parts and tooling used for cannon manufacture.

_____ _____

TYPED OR PRINTED NAME SIGNATURE DATE

_____ _____

TYPED OR PRINTED NAME SIGNATURE DATE

_____ _____

TYPED OR PRINTED NAME SIGNATURE DATE

(e) JOB SITE AVAILABILITY:

The work site will be available for performance during normal business hours:

Monday through Thursday Business Hours: 7:00 a.m. EST to 3:00 p.m. EST.

Friday Business Hours: Every other Friday from 7:00a.m. EST to 2:00 p.m. EST.

Fridays will be staggered with every other Friday being a closed business day. The first Friday of 2026 to be closed is January 09, 2026.

Based on the above, service contractors should call contract/purchase order administrator in advance if service is scheduled for a Friday to determine if the Arsenal will be open for business.

When a federal holiday is normally observed on Friday, the Arsenal may be closed on the preceding Thursday. In this case, contact the contract/purchase order administrator in advance if scheduling service to determine if the Arsenal will be open for business. Work at other than the above hours won't be allowed unless the contractor makes an application at least 48 hours in advance and gets written contracting officer approval. No guarantee is made that the job site will be made available other than as stated above.

(f) CONTROL OF FOREIGN VISITORS TO WATERVLIET ARSENAL:

Offerors are advised that any employee or representative of their company who is not a U.S. citizen, (or is representing a foreign company) and is a U.S. citizen), planning on visiting the Watervliet Arsenal for the purpose of attending: bid conferences, bid openings, site visits, engineering services, or any other visit related to this solicitation will be escorted at all times by an arsenal representative while on the installation grounds. Therefore, offerors must notify the Contracting Officer in advance (a minimum of two [2] weeks) of any proposed visit by a non-U.S. citizen or U.S. citizen representing a foreign firm, to assure proper clearance for entry into the arsenal. Failure to comply, or disclose a foreign national visitor, may subject the Contractor to the penalties set forth in 18 U.S.C.A. Section 1001, Chapter 14.

Due to manpower constraints, Watervliet Arsenal is often unable to provide escort services during contract performance. Therefore, if the resulting contract requires performance on Watervliet Arsenal property, employees, individuals or subcontractors representing the successful offeror who are not U.S. citizens may not, depending on staffing levels and the availability of escorts, be allowed access to the Arsenal for purpose of contract performance. Be further advised that the inability of the Arsenal to provide escorts resulting in denial of access to Watervliet Arsenal of the aforementioned personnel will not be considered an excusable delay to contract performance as defined in the contract clause "Default" contained in the contract. Therefore, offerors should consider the above contingencies during offer preparation.

(h) CONTRACTOR IDENTIFICATION:

Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence, and when working in situations where their actions could be construed as official government acts.

*** END OF NARRATIVE ***

*** END OF NARRATIVE ***

Section I - 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		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
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		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		

52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
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
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (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
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment	2020-06

	Bonds-Construction.	
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
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
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.242-14	Suspension of Work.	1984-04
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial	2026-04

	Products and Commercial Services. (Deviation 2026-O0038)	
52.246-21	Warranty of Construction.	1994-03
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04

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		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7022	Expediting Contract Closeout.	2021-05		
252.223-7006	Prohibition on Storage,	2014-09		

	Treatment, and Disposal of Toxic or Hazardous Materials.			
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7048	Export-Controlled Items.	2013-06		
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		
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	2024-08	Deviation 2024-O0014	2024-08
252.232-7010	Levies on Contract Payments.	2006-12		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01
252.247-7023	Transportation of Supplies by Sea.	2024-10		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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 237110 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)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

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

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	____	____	____
Domestic construction material.	____	____	____
Item 2:			

Foreign construction material.		___	___
Domestic construction material.	___	___	___

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts. 2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which

payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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):

www.acquisition.gov

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

N/A

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

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 Federal Acquisition Regulation (48 CFR Chapter 1) 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
252.236-7001	Contract Drawings and Specifications.	2000-08		

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
M1_26PW004_INSTALL_WATER_LINES	____	____

(End of clause)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	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		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
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		
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned	2024-08	Deviation 2024-	2024-08

	Aircraft Systems—Representation. (DEVIATION 2024-O0014)	O0014

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)

252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government

controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ](i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ](ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ]Use with Alternate I.

[ ](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	
____	____	____	
____	____	____	
____	____	____	
____	____	____	

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

SITE VISIT

DATE: Tuesday, 7 July 2026 @ 1:00 p.m.

FOR ACCESS INTO THE FRONT GATE PLEASE CONTACT Maria DeCrescenzo, (518)266-4641 WITH NAME(S) AND COMPANY REPRESENTED AT LEAST A MINIMUM OF 24 HOURS IN ADVANCE OF SITE VISIT.

MEETING POINT IS THE FRONT GATE PARKING AREA JUST INSIDE THE MAIN ENTRANCE.

POINT OF CONTACT IS: Maria DeCrescenzo

THIS IS THE ONLY SITE VISIT, ALTERNATE DATES AND/OR TIMES WILL NOT BE GRANTED!

A. Electronic Contracting

(a) Electronic Bids/Proposals/Commercial Offers Required in Response to this Solicitation (June 2020) (a) All Army Contracting Command - solicitations will be publicized on the SAM.gov website (https://sam.gov/). Any additional attachments, including Technical Data Packages, when available electronically, will be separate attachments or links embedded in the solicitation.

(b) Bids/Proposals must be submitted in electronic media. When submitting your bid/proposal electronically, the bid/proposal and any supplemental information (such as spreadsheets, backup data, technical information), can be submitted using any of the following electronic formats:

(1) Microsoft* Office Products (Watervliet can read Microsoft* Office 2007 and lower); Word, Excel, or PowerPoint. Spreadsheets must be sent in a format that includes all formulate macro and format information. Print image is not acceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 300 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic bid/offer and be accessible offline.

(4) Other electronic formats are not acceptable.

(c) Please select only one medium by which to transmit each bid/proposal.

(d) Timely receipt of offers/proposals:

(1) Your attention is called to the solicitation closing date and time on the solicitation is local time for the Army Contracting Command - Warren (WVA). Lateness rules for electronic submissions for bids are outlined in FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids," for proposals in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition" or FAR 52.212-1, "Instructions to Offerors-Commercial Items." Pay particular attention to the applicable clause as it relates to the timing of submissions.

(2) NOTE: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

(3) Solicitations may remain posted on the SAM.gov website after the solicitation closes. Even though the system may allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award.

(e) Security Note: If you choose to password-protect access to your bid/offer, you must provide the password to Watervliet Arsenal at least ten days prior to the opening/closing date. Contact the buyer identified in Clause 52.0000-4200, "Watervliet Arsenal Information/Requirements". Passwords used only for the purpose of write protecting files need not be provided.

(f) Electronic bids/proposals must include, as minimum:

(1) E-mailed bids/proposals must include a signed SF 33 cover sheet, SF 1449 or SF 1442 (whichever is applicable) that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions. For solicitations issued on an SF 33 or SF 1442, this would include Sections A, B, F, and K. For solicitations issued on an SF 1449, you must review the solicitation to ascertain where all of the required fill-ins are located since commercial acquisitions do not have designated sections.

(3) A statement of agreement to all the terms, conditions, and provisions of the solicitation.

(4) Any other information required by the solicitation.

(g) Please see FAR 14.406 for a description of the steps the Government shall take with regard to unreadable electronic bids received via the media described in paragraphs (b) above. See FAR 15.207(c) for a description of steps the government shall take with regard to unreadable proposals.

(h) Bidders/Offerors shall make every effort to ensure that their bid/proposal is virus-free. Bids /proposals (or portions thereof) submitted which DO reflect the presence of a virus, or which are

otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" per paragraph (h) above. Use of any formats other than those listed above may result in the file being quarantined and will be considered by Watervliet Arsenal to be "unreadable" files.

Note (Macros): The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email bid/offer to be quarantined. In that event paragraph (g) above applies.

*Registered trademark

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C. REQUEST FOR QUOTE RESPONSES ALL RESPONSES MUST BE ELECTRONIC. YOU MUST SUBMIT YOUR QUOTE RESPONSES USING THE FOLLOWING METHODS:

(a) Email to: Contract Specialist: maria.d.decrescenzo.civ@army.mil

(b) Request for Quotes must be filled out completely and sent in its entirety to be considered responsive.

*** END OF NARRATIVE ***

*** END OF NARRATIVE ***

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		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		

52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

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):

www.acquisition.gov

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

N/A

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

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 Federal Acquisition Regulation (48 CFR Chapter1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		