AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		10

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0001	24 JUN 2026		11B 10112 6P

6. ISSUED BY CODE W911RX

W6QM MICC-FT RILEY
KO DIRECTORATE OF CONTRACTIN, 1792 12TH STREET
FORT RILEY, KS 66442-0248
UNITED STATES
PATRICIA BARTH, EMAIL: PATRICIA.J.BARTH3.CIV@ARMY.MIL TELEPHONE: 520-944-2084

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)

☒ 9A. AMENDMENT OF SOLICITATION NUMBER
W911RX26BA004

9B. DATED *(SEE ITEM 11)*
17 JUN 2026

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

SEE SECTION G - CONTRACT ADMINISTRATION DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this amendment is to add an asbestos survey attachment, add Clause 52.211-13 and 52.232-32, and to clarify language in the procurement and contracting requirements section.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		KEVIN M. JONES	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	24 JUN 2026

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Section 00 00 00 - Procurement and Contracting Requirements

The following changes have been made:

INFORMATION	FROM	TO
Contract Description	THIS IS AN "INVITATION FOR BIDS". A BID GUARANTEE IS REQUIRED (SEE CLAUSE AT FAR 52.228-1). ALL BID BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED. THIS IS A 100% COMPETITIVE SET-A SIDE FOR SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS. NAICS 236220 WITH A SMALL BUSINESS SIZE STANDARD OF $45 MILLION. THE ESTIMATED MAGNITUDE OF CONSTRUCTION FOR THIS PROJECT IS BETWEEN $250,000. AND $500,000. BID OPENING ADDRESS: MICC-FORT BLISS, 111 PERSHING RD. ROOM 220, FORT BLISS, TX 79916. THE AWARDEE OF THIS CONTRACT WILL BE REQUIRED TO PROVIDE A SUPERINTENDENT AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT (SEE CLAUSE AT	THIS IS AN "INVITATION FOR BIDS". A BID GUARANTEE IS REQUIRED (SEE CLAUSE AT FAR 52.228-1). ALL BID BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED. THIS IS A 100% COMPETITIVE SET-A SIDE FOR SMALL BUSINESS. NAICS 236220 WITH A SMALL BUSINESS SIZE STANDARD OF $45 MILLION. THE ESTIMATED MAGNITUDE OF CONSTRUCTION FOR THIS PROJECT IS BETWEEN $250,000. AND $500,000. BID OPENING ADDRESS: MICC-FORT BLISS, 111 PERSHING RD. ROOM 220, FORT BLISS, TX 79916. THE AWARDEE OF THIS CONTRACT WILL BE REQUIRED TO PROVIDE A SUPERINTENDENT AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT (SEE CLAUSE AT FAR 52.236-6). THE

	FAR 52.236-6). THE SUPERINTENDENT IS CONSIDERED A KEY POSITION. THIS POSITION SHALL NOT BE SUBCONTRACTED AND MUST WORK DIRECTLY FOR THE PRIME CONTRACTOR. ALL WORK SHALL BE PERFORMED SIMULTANEOUSLY . RESULTING CONTRACT WILL BE FIRM-FIXED-PRICE (FFP).	SUPERINTENDENT IS CONSIDERED A KEY POSITION. THIS POSITION SHALL NOT BE SUBCONTRACTED AND MUST WORK DIRECTLY FOR THE PRIME CONTRACTOR. ALL WORK SHALL BE PERFORMED SIMULTANEOUSLY . RESULTING CONTRACT WILL BE FIRM-FIXED-PRICE (FFP).

Section 00 01 15 - List of Drawing Sheets

The attachments table has changed from:

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0002	Statement of Work (SOW)	Statement of Work		04 Jun 2026			Attachment	No
0003	Environmental Review Form	Form		04 Jun 2026			Attachment	No
0004	ESD-RFI Template	Form		04 Jun 2026			Attachment	No
0001	DWG_2903_Kitchenette	Drawings		04 Jun 2026			Attachment	No
0008	Room Finish Schedule_2903_Kitchenette	Drawings		04 Jun 2026			Attachment	No
0005	ENG_FORM_4288-R_Submittal Register Form	Form		04 Jun 2026			Attachment	No
0006	Fort Bliss Fire Prevention	Construction Guide		04 Jun 2026			Attachment	No

	Construction Guide 2025							
0007	iWATCH Training for Contractors	Training		04 Jun 2026			Attachment	No
0009	TRADOC Form 928-R-E_Material Approval Submittal Form	Form		04 Jun 2026			Attachment	No
0010	Wage Determination TX20260245	Wage Determination		04 Jun 2026			Attachment	No

To:

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0002	Statement of Work (SOW)	Statement of Work		04 Jun 2026		39	Attachment	No
0003	Environmental Review Form	Form		04 Jun 2026		9	Attachment	No
0004	ESD-RFI Template	Form		04 Jun 2026		1	Attachment	No
0001	DWG_2903_Kitchenette	Drawings		04 Jun 2026		6	Attachment	No
0008	Room Finish Schedule_2903_Kitchenette	Drawings		04 Jun 2026		1	Attachment	No
0005	ENG_FORM_4288-R_Submittal Register Form	Form		04 Jun 2026		1	Attachment	No
0006	Fort Bliss Fire Prevention Construction Guide 2025	Construction Guide		04 Jun 2026		6	Attachment	No
0007	iWATCH Training for Contractors	Training		04 Jun 2026		14	Attachment	No

0009	TRADOC Form 928-R-E_Material Approval Submittal Form	Form		04 Jun 2026		2	Attachment	No
0011	Asbestos Lead Survey_Bldg-2903	Lead Survey		23 Jun 2026		42	Attachment	No
0010	Wage Determination TX20260245	Wage Determination		04 Jun 2026		5	Attachment	No

The following contract documents were added:

Asbestos Lead Survey_Bldg-2903

The following contract documents were modified:

Wage Determination TX20260245

INFORMATION	FROM	TO
Contract Document Display Order	10	11

The following contract documents Page Counts were changed:

DOCUMENT PAGE COUNTS		
DOCUMENT NAME	FROM	TO
Asbestos Lead Survey_Bldg-2903	none	42

Section 00 72 00 - General Conditions

The following clauses were added:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective

Date

52.211-13 Time Extensions. Sep 2000

FAR Clauses Incorporated by Full Text

52.232-32 Performance-Based Payments. (Apr 2012)

Performance-Based Payments (Apr 2012)

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

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

(c) Approval and payment of requests.

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

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

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

(d) Liquidation of performance-based payments.

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

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

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

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

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

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

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

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

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

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

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

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

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

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

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

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

(k) Reservation of rights.

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

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

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

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

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

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

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

(1) The name and address of the Contractor;

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

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

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

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

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

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

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

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

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

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

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

(End of clause)