SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W91QF426BA004	☒ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	30 JUL 2026	1 OF 61

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		W91QF42026IFB04_B52WINDOWSN

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W6QM MICC-FT LEAVENWORTH 731 MCCLELLAN AVENUE, FORT LEAVENWORTH KS 66027-0000 FORT LEAVENWORTH, KS 66027-0000 UNITED STATES JENNIFER WALKER, EMAIL: JENNIFER.S.WALKER12.CIV@ARMY.MIL TELEPHONE: (520) 945-9613	W91QF4	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	JENNIFER WALKER	(520) 945-9613

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: B52 WINDOWS NORTH
PROJECT LOCATION: FORT LEAVENWORTH

THE GOVERNMENT REQUIRES PERFORMANCE OF WORK DESCRIBED IN THESE DOCUMENTS:

1. THIS SOLICITATION IS 100% SET ASIDE FOR SMALL BUSINESS.
2. FAR CLAUSE 52.228-1 PROVIDES REQUIRED BID GUARANTEES FOR THIS PROJECT.
3. THE MAGNITUDE OF CONSTRUCTION IS $1,000,000.00 AND $5,000,000.00.
4. SITE VISIT (IFB) REVIEW - REFERENCE SECTION "L" OF THE SOLICITATION FOR DETAILS.

NOTICE: BIDDERS ARE RESPONSIBLE TO ROUTINELY CHECK REFERENCED WEBSITES IN ACCORDANCE WITH (IAW) FAR PART 52.252-1. ALL BIDDERS MUST ADHERE TO FAR PART 52.214-3 FOR AMENDMENTS TO THE SOLICITATION AND TO ACKNOWLEDGE AMENDMENTS. FAILURE TO PROPERLY ACKNOWLEDGE AMENDMENTS PRIOR TO HOUR AND DATE SPECIFIED FOR RECEIPTS OF BIDS WILL RESULT IN BID REJECTION.

11. The contractor shall begin performance within 10 calendar days and complete it within 365 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 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 27 AUG 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 120 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)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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)* FELIPE D. ZARAGOZA
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY Felipe Zaragoza / 31c. DATE 30 Jul 2026

Section A - Solicitation/Contract Form

Instrument Name: B52 Windows Northside

Section A - Solicitation/Contract Form

BID NOTES

The word "remove" herein shall be understood to mean "remove and dispose of in a lawful manner off the installation".

The Word "provide" herein shall be understood to mean "furnish and install".

The term "Offeror(s) " may be utilized interchangeably with the term "Bidders(s)" however, use of the term "Offeror" in place of "Bidder" does not constitute a material change Sealed Bidding procedures in accordance with FAR Part 14 and/ or Evaluation Factors contained with Section "M" of this IFB.

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Replace Windows Northside B52 Product Service Code: Z2JZ Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Bond Product Service Code: Z2JZ Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

SOW

See attachment in Section "J".

*** END OF NARRATIVE ***

Requirements

Replace B52 Windows Northside

Section D - Packaging and Marking

PACKAGING AND MARKING

D.1. SHIPPING ADDRESS

All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the Government. The Contractor shall retain full responsibility for the delivery and acceptance of shipments to this installation or elsewhere that are required for the completion of this contract.

D.2. PROJECT LABELING FOR OFFICIAL CORRESPONDENCE

The Government singularly identifies each Contract with a Contract number at time of award. The Contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued Contract number is to be referenced on all official communication starting upon notice of award.

D.3. PACKAGE MARKING

The packing of deliverables, containers, and packages to be delivered pursuant to the requirements of each individual Contract shall be in accordance with the instructions provided with each Contract and shall be marked with the following information:

Contract Number (example - W91QF4-26-C-0001)

Short title of contract/job order requirement (B52 Windows Northside)

*** END OF NARRATIVE ***

Section E - Inspection and Acceptance

INSPECTION & ACCEPTANCE

E.1. QUALITY CONTROL

When the Contractor is ready for final inspection; they shall request final inspection in writing to their assigned DPW Inspector. The final inspection shall be requested a minimum of two (2) workdays prior to desired final inspection date. Prior to a request for final inspection, the Contractor's Quality Control (QC) representative shall conduct an inspection and ensure that all work has been completed and is in compliance with all Contract documents. The Contractor's QC representative will provide a copy of their inspection report to the Government's Inspector with a copy of the status of deficiency correction, if applicable.

E.2. INSPECTION PHASES

In the event there are phases of work that will cover or mask a contractor's work, it is the sole responsibility of the contractor to ensure acceptance of that phase of work prior to continuance of the follow-on phase of work. Should the contractor disregard this information; they may be subject to the Contracting Officer's discretion to tear out or remove the covered or masked work completed prior to allow for Government inspection. Should corrections by the contractor be required, the costs for removal and re-installation of the work will be the responsibility of the contractor.

E.3. INSPECTION AND ACCEPTANCE

The Contractor's representative(s) shall be present during final inspection. Any discrepancies noted will be corrected within the time specified by the Contracting Officer or their designated representative and prior to final payment. Inspection and Acceptance point will be at destination specified in each Contract.

*** END OF NARRATIVE ***

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: Reference SOW DoDAAC: W90F2S CountryCode: USA W6B7 USAG FT LEAVENWORTH 440 MCPHERSON AVE BLDG 304, FORT LEAVENWORTH KS 66027-1360 FORT LEAVENWORTH, KS 66027-1360 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: Reference SOW DoDAAC: W90F2S CountryCode: USA W6B7 USAG FT LEAVENWORTH 440 MCPHERSON AVE BLDG 304, FORT LEAVENWORTH KS 66027-1360 FORT LEAVENWORTH, KS 66027-1360 UNITED STATES

Section F - Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days Date of Award **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W90F2S CountryCode: USA W6B7 USAG FT LEAVENWORTH 440 MCPHERSON AVE BLDG 304, FORT LEAVENWORTH KS 66027-1360 FORT LEAVENWORTH, KS 66027-1360 UNITED STATES
0002	**Delivery Schedule** From date of lead time event to completion of performance 10 Calendar Days Date of Award **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W90F2S CountryCode: USA W6B7 USAG FT LEAVENWORTH 440 MCPHERSON AVE BLDG 304, FORT LEAVENWORTH KS 66027-1360 FORT LEAVENWORTH, KS 66027-1360 UNITED STATES

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		
52.247-34	F.o.b. Destination.	1991-01		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

(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.

W90F2S - CONSTRUCTION

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W91QF4
Admin DoDAAC	W91QF4
Inspect By DoDAAC	W90F2S
Ship To Code	W90F2S

Service Approver (DoDAAC)	W90F2S
Service Acceptor (DoDAAC)	W90F2S

(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.*

TBD

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

TBD

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

(End of clause)

Section H - Special Contract Requirements

LOCAL INSTRUCTIONS

H.1. WAGE DETERMINATION

A copy of Wage Determination Number KS20260053, Building, issued 05/18/2026, contained in the Register of Wage Determinations applicable to this contract may be accessed at: https://sam.gov/content/wage-determinations and is referenced in Section "J".

H.2. RESPONSIBILITY FOR ADMINISTRATION OF CONTRACT

a. The Contracting Officer is responsible for the administration of this contract. The Contracting Officer alone is authorized to the extent indicated in the contract to act on behalf of the government which results in changes in the terms of the contract, including deviations from specifications, details and delivery schedules. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be affected without a written modification to the contract executed by the Contracting Officer. Delivery/Task orders will be issued by the Contract Administration Division.

b. No oral statement of any person will in any manner or degree, modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

c. All matters pertaining to Government administration of this contract should be directed to:

ATTN: FELIPE D. ZARAGOZA

MICC-LEAVENWORTH

731 MCCLELLAN AVE., ROOM 116

FORT LEAVENWORTH, KS 66027

TELEPHONE NUMBER: (520) 944-3862

EMAIL ADDRESS: felipe.d.zaragoza.civ@army.mil

H.3. CONTRACTOR CORRESPONDENCE AND CONTRACTUAL DOCUMENT SUBMISSIONS

All Contractor and subcontractor originated correspondence under this contract shall be on or attached to the Prime Contractor's letterhead, except in the case where pre-printed Government forms are used, shall be typed or handwritten in a legible manner, and shall be submitted in the signed original, with supporting copies as required by the Contracting Officer or their designated representative. All contractual documents shall be submitted to the Government in an electronic

format and accessible through Microsoft Word/Excel or Adobe Reader (.pdf), unless otherwise stated.

H-4. PRECONSTRUCTION CONFERENCE

A Preconstruction Conference will be scheduled by the Contracting Officer after contract award and prior to the time and date set for commencement of work. The meeting will be held at Fort Leavenworth. At this meeting, the Contractor will be oriented with respect to Government procedures and lines of authority, as well as contractual, administrative, and construction matters. The Contractor is required to furnish:

- Current Certificate of Insurance (Updated certificate is required annually for the base contract)

- Letter appointing the Project Manager and other company key personnel associated with project execution.

- Proposed Project Schedule of Performance (DRAFT FORM)

- Proposed Schedule of Values (SOV) based upon the planned allocation of construction by division, and/or materials and labor where appropriate shall be submitted at the pre-construction meeting or at a minimum prior to invoicing through Wide Area Workflow (WAWF).

- FAR 28.102, the Contractor shall furnish all payment bonds exceeding $35,000. Both Payment and Performance bonds are required for requirements exceeding $150,000.00.

- Ensure administrative personnel are aware weekly Payrolls are to be sent to the Contracting Officer at the following e-mail address usarmy.leavenworth.acc-micc.mbx.construction@mail.mil utilizing the contract number with task order number, building number and payroll end date as the naming convention for both the e-mail subject line and the title of the file. (see below)

(e.g. W91QF4-26-C-0002_Bldg_52_W-E_24 Jul 26)

H-5. RESTRICTIVE USE OF CAMERAS, VIDEOS, AND DIGITAL CAMERA DEVICES

Installation security measures prohibit prospective bidders and contractors from taking pictures and /or videos on Post may be considered a violation of Installation Security and prosecution of such violations may be subsequently induced. Use of cameras or other picture taking devices without proper approval unless prior permission is sought and received from the Contracting Officer. Permission may be sought by contacting the Contracting Officer verbally or in writing.

H-6. RESTRICTED ACCESS TO MILITARY INSTALLATION - COOPERATION WITH FORCE PROTECTION MEASURES

a. The contractor agrees to abide by and cooperate with Force Protection measures that are implemented on the military installation.

b. The Contractor shall comply with, and in the instance of contractor/sub-contractor employees, shall ensure compliance with the following instructions when access to the Fort Leavenworth installation/facilities are required for contract performance. These local instructions are incorporated in this contract, in order to implement local installation antiterrorism/operations security policies and procedures, and to supplement Federal Acquisition Regulation (FAR) clause 52.204-9, which, if applicable to this contract, is located in Section I of the contract. In the event of conflict between any portion of this supplement and/or FAR 52.204-9; and any other provision within the SOW, PWS, or specifications; clause 52.204-9 (if listed in Section I) shall take precedence. In the event of conflict between this supplement and any other provision within the SOW, PWS, or specifications, this supplement shall take precedence.

(i) An un-cleared contractor is an individual who falls into one of two categories: (1) CAC-eligible; and (2) Non-CAC eligible. The Common Access Card (CAC) is the DoD federal personal identity verification credential. CAC Eligibility is defined in Army Directive 2014-05, dated March 7, 2014.

(ii) Army Directive 2014-05 provides that all contractor and/or subcontractor personnel who do not possess a CAC, another Federal personal identity verification card, or other authorized DoD identification card and who require unescorted access to Army installations must have a validated need for such access and undergo a vetting process to determine their fitness for access. Accordingly, non-CAC eligible, uncleared contractor and/or subcontractor personnel requiring access to the Fort Leavenworth installation and facilities, to perform under this contract, will submit personal identity information through the Fort Leavenworth Installation Pass implementation.

c. Contractors and Contract Employees may obtain a Locally Approved Credential (LAC) for up to 365 days for entry through Grant or Hancock Gates. See location & hours of operation at the following - https://home.army.mil/leavenworth/about/visitor-information/gate-information.

H-7. COMPLIANCE WITH ENVIRONMENTAL / OCCUPATIONAL SAFETY AND HEALTH LAWS

a. The Contractor understands the responsibility for compliance with federal, state, and local laws, rules, and regulations pertaining to environmental protection, occupational health and safety, and transportation, storage, and disposal of hazardous materials and hazardous waste is the sole responsibility of the contractor. This shall include, but not be limited to: all responsibilities of an "owner or operator" of all equipment used by the Contractor and of the areas in which work is being done from the time when the Contractor begins work until the work is accepted and the worksite cleaned up and cleared, and the sole responsibility for compliance with all Army regulations pertaining to hauling and disposal of materials, as well as all federal and Kansas laws and local ordinances regulating the hauling and disposal of hazardous materials and hazardous waste. This clause is meant to supplement, not replace, any requirements pertaining to compliance with the law or safety requirements contained elsewhere in this contract.

b. The Contractor shall be solely responsible for all costs of compliance with all such laws, rules, and regulations, to include all training of personnel, submission of permit and license applications, purchases of materials, payment of applicable fees and taxes, and payment of fines and penalties for noncompliance. The U.S. Government shall not pay fines or penalties resulting from

noncompliance and shall not pay fees required to maintain and process required records or permit applications necessary to perform this contract. Should the Government choose to do so, it may, but does not have to, correct violations of environmental and occupational and safety laws which the Contractor fails to correct after reasonable notice; if the Government chooses to correct the violation(s), as opposed to having the Contractor do so, the Contractor shall reimburse to the Government all direct and indirect costs of correcting the violation(s).

c. The Contractor understands that compliance with all environmental and occupational safety and health laws is a part of this contract to which the Government is entitled to strict compliance. The Contractor understands it has no authority to dispose of government waste in absence of the necessary regulatory authorizations. The Contractor further agrees to notify the Government if the Contractor is (1) cited as being in violation of federal, state, or local waste disposal regulations; or (2) loses its authority to haul or dispose of waste under federal or state laws. Delays caused by the Contractor's need to comply with such laws, or resulting from failure to comply with such laws, shall not result in any equitable adjustments or claims under this contract nor excuse the Contractor's obligation to complete the work under the contract.

d. The Contractor shall notify the Contracting Officer or their designated representative immediately upon discovery of exposure to lead, other hazardous waste or substances, or asbestos to the air, land, or water in any location in which the Contractor is required by law to report the exposure to a regulatory agency. In the event that such exposure is the result of any action of the Contractor, the Contractor will cease work immediately and notify the Contracting Officer. The Contractor understands that there will be no equitable adjustment for time lost or expenses incurred as a result of the need to correct any such exposure which is the result of negligent or intentional acts of Contractor personnel.

e. The Contracting Officer or their designated representative shall be allowed access to Contractor files and Contractor's personnel files as they see fit to ensure compliance with this clause. All regulatory agencies, from any level of government, whose responsibilities includes inspection and appropriate other action, shall be allowed to inspect the worksite to the extent necessary to carry out their responsibilities. A copy of this clause, without changes, shall be inserted into any subcontracts. Performance of the subcontractor, to include compliance with this clause, shall be the responsibility of the Contractor.

f. If any Hazardous Waste (HW) is generated during the course of the project, the contractor will be responsible for the proper disposal and payment of all HW IAW 40 CFR, 49 CFR and Kansas Department of Health and Environment (KDHE) Chapter 65 Article 34 and Article 31.

g. The contractor will provide all containers required to ship any HW using only approved UN shipping containers for the type of waste being shipped.

h. Ft. Leavenworth Environmental will be notified when any containers are opened for use and will provide labeling using the HMMS HW tracking system.

i. The contractor will be liable for all fines and notice of violations (NOV's) which may occur from either the EPA or KDHE for improper handling of any HW.

j. Ft. Leavenworth Environmental are the only persons designated to sign any HW manifests, a copy of all shipments of HW that will require a Bill of Lading will be reviewed by and given to the Environmental Office.

H-8. COMPLIANCE WITH HAZARDOUS WASTE SHIPMENTS

Many contracts onboard Ft. Leavenworth require the contractor to ship his hazardous waste from the post. Prior to shipment, there are a few items that are required prior to Ft. Leavenworth Environmental signing the manifest and releasing the items for transport. These requirements are listed below and must be given to the base environmental at a minimum of 2 working days prior to the desired shipping date.

- A licensed transporter must transport waste.

- Waste must go to a permitted facility.

- Waste must be properly packaged and labeled IAW 40/49 CFR.

- Copy of the analysis for the waste/s going out.

- Copy of the profile.

- Letter from disposal facility allowing the waste and profile to be accepted at their facility.

- Copy of Manifest

- Copy of any land disposal restrictions (LDR).

These items can be faxed to (913) 684-8978 Attn. HW Manager or hand delivered to the Environmental Division for approval.

The following information will be needed on the manifest:

- Block 1 generators EPA ID number KS4213720499

- Block 5 generators name and address

- US Army Combined Arms CTR and Ft. Leavenworth

- 810 McClellan Ave

- Ft. Leavenworth, KS 66027

- Generators phone (520) 692-6258

H-9. SAFETY AND ACCIDENT PREVENTION

In performing work under this contract, the Contractor shall--addressed in this contract:

a. Conform to the specific safety requirements established by this contract.

b. In accordance with DA PAM 385-10 24 July 2023, a site-specific safety plan is REQUIRED.

c. Comply with the safety rules of the Government installation that concern related activities not directly accident prevention.

d. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

e. Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and

f. The installation Safety Officer will be responsible for monitoring the Contractor in the area of safety and accident prevention purposes.

H.10 (Reserved)

H-11. KANSAS SALES AND USE TAX

Notwithstanding any other provisions of the contract, the contract price excludes the Kansas retailer's sales tax and compensating (use) tax on all sales of tangible personal property or services purchased by the Contractor or subcontractors for the sustainment, restoration, or repairs of buildings or other projects called for by this contract. In accordance with Kan. Stats. Anno. Sec 79-3606(e), the Contracting Officer will upon request from the Contractor obtain from the State and furnish an exemption certificate for this project for the use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services.

The Contractor and the subcontractors shall furnish the number of such certificate to all suppliers from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 amendment to K.S.A., 1976 Supp., 79-3606(e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of 5 years during which time these invoices are subject to audit by the Kansas Director of Taxation. Upon completion of the project, the Contractor shall complete the Project Completion Certificate (Form STD 77, REV. 6/77) in duplicate, returning one copy to the Contracting Officer, and forwarding the other to the Kansas Director of Taxation.

H-12. CONDUCT OF EMPLOYEES

The contractor is fully responsible for the performance and conduct of his employees at all times while on post performing under this contract. The contractor shall not allow any employee to perform work under this contract while under the influence of alcohol, drugs, or any other incapacitating agent. Military police and other law enforcement personnel on post have the right to deny entry to post or remove from post any contractor employee for misconduct which endangers

the health or safety of people or property or for reasons of security. In addition, the Post Commander may bar any individual from entering the post under the authority of 18 U.S.C. 1382. Removal from post of a contractor employee in accordance with the above shall not relieve the contractor from the requirements to meet all of the terms and conditions of the contract; nor shall such removal be grounds for the contractor to file a claim.

H-13. ADVERTISING ON CONTRACTOR VEHICLES

Advertising displayed on Contractor vehicles is permitted provided that the advertising is so worded as not to imply Army or United States Government approval or sanction of the advertised service and is not embarrassing or detrimental to the Government.

H-14. A/T and OPSEC REQUIREMENTS

AT Level I Training. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR (assigned DPW Inspector) or to the contracting officer, if a COR (assigned DPW Inspector) is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: https://jko.jten.mil/courses/AT-level1/launch.html.

iWATCH Training. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR within 10 calendar days after completion of training by all employees and subcontractor personnel. iWATCH awareness training is available at the following website: (If weblink is not operable, contact the Contracting Officer for the training slides) usarmy.leavenworth.idtraining.list.dptms-iwatch@army.mil

OPSEC. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training at the following website: http://securityawareness.usalearning.gov/opsec/index.htm

Access and general protection/security policy and procedures. Contractor and all associated sub-contractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition

(FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

For contractors that do not require CAC but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

*** END OF NARRATIVE ***

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-17	Contractor Employee Whistleblower Rights.	2023-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
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
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.211-13	Time Extensions.	2000-09
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026-O0038)	2026-02

52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (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 2025-O0003)	2026-02	Deviation 2025-O0003	2025-03
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		
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method). (Deviation 2026-O0038)	2026-02		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02		

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
52.222-54	Employment Eligibility Verification. (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
52.223-23	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
52.228-14	Irrevocable Letter of Credit.	2014-11

52.228-15	Performance and Payment Bonds-Construction.	2020-06		
52.229-3	Federal, State, and Local Taxes.	2026-02		
52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-11	Extras.	1984-04		
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		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
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		
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02		
52.236-3	Site Investigation and Conditions	2026-02		

	Affecting the Work. (Deviation 2026-O0038)	
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02

52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-10	Default (Fixed-Price Construction).	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		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
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		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09		
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
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
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
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $351.45 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) 2026-02

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

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

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

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

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

(c) *Applicability.* This clause applies only to-

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

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

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

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

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

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

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated

entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.225-9	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):

https://www.acquisition.gov/far-overhaul

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

This is a Solicitation not a Contract and there are no alterations.

(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 Overhaul (48 CFR 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.

Reference Section "J".

(End of clause)

Section J - List of Attachments

See Attachments

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Constructi on Wage De terminatio n_Building _KS2026005 3_20260518	Wage Determination		18 May 2026		6	Attachment	No
0002	Drawings 0 1_B52 Wind ows North	Drawings		16 May 2026		14	Attachment	No
0003	SOW_Rev 01 _B52 Windo ws North	Statement of Work		30 Jul 2026		40	Attachment	No

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		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.203-2	Certificate of Independent Price Determination.	1985-04

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.214-14	Place of Performance-Sealed Bidding.	1985-04

Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, intends, **[X]** does not intend to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of provision)

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:

> [X] 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)

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

SITE VISIT INFORMATION AND INSTRUCTIONS TO BIDDERS

L.1. SITE VISIT INFORMATION

(a) A Site Visit is scheduled for Thursday, August 6, 2026, at 10:00 AM CST on site at MICC Fort Leavenworth, 731 McClellan Avenue - Bldg. 48 (conference room). The purpose is to conduct and Invitation for Bid (IFB) Overview for perspective bidders and complete a walk-through solicitation. The Contractor shall provide the name of the company and individuals that will attend (Limit 2 per company) to the attention of Ms. Jennifer Walker, Contract Specialist via email at jennifer.s. walker12.civ@army.mil no later than Wednesday, August 5, 2026, at 2pm CST.

(b) Question cut off date no later than 2:00pm CST on 13 August 2026 to jennifer.s.walker12. civ@army.mil.

L.2. OFFER BID, PREPARATION INSTRUCTIONS, AND CONTENT

The following instructions prescribe the format for the bid and describe the approach for the development and presentation of bid data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and evaluation of bids. In the sealed bidding procedures, the price alone will determine the "Apparent Low Bid"; however, the submission of a low bid does not in and of itself determine responsibility of a bidder and therefore it is necessary to require additional information in order that the Contracting Officer may make an award based on the lowest overall priced responsible bidder.

L.3. BID SUBMISSION

a. All bids submitted shall have the Invitation for Bid (IFB) number and Contract Specialist name clearly identified on the outermost container for reference and routing purposes.

b. All questions concerning the IFB shall be submitted to the attention of Mr. Felipe D. Zaragoza and Ms. Jenn Walker via e-mail at usarmy.leavenworth.acc-micc.mbx.construction@army.mil not later than 2:00 P.M. Local Time (Central Standard Time), on Thursday, August 13, 2026. A response from the Government is estimated to be not later than 15 days prior to the closing of the IFB in the form of an amendment.

c. Bids are due by - 2:00 P.M. Local Time (Central Standard Time), on Thursday, August 27, 2026.

d. Bids shall be submitted prior to the closing date and time identified on Standard Form (SF) 1442, to the following address:

Mission Installation Contracting Command (MICC)

MICC - Leavenworth

ATTN: CCMI-CEU-LV (Mr. Felipe Zaragoza)

731 McClellan Ave, Bldg. 48 Rm 116

Fort Leavenworth, KS 66027

e. Bidder's submission shall be clearly marked IFB W91QF426BA004 and consist of the below listed documents. While each document may be connected with paper clips to keep all documents in an organized manner, the information on each document shall be its own separate document and in the organized in the order below:

TAB#	TITLE
1	IFB Documents (Signed SF 1442 & SAM Representations & Certs)
2	Bid Guarantee
3	Section B - Priced CLINs with Total including Bond
4	Responsibility Documents (Bonding Capacity, Creditor, and Project References)

f. **Electronic bids via e-mail or fax will not be accepted.** Bids shall be mailed through a commercial/Government carrier or hand carried.

g. Bids may be hand carried however, due to security checks at the Installation Gates, bidders /offerors may experience lengthy delays before being allowed to enter the installation. Delays caused by traffic congestion or installation security procedures shall not entitle bidders/offerors to additional time to submit their bid. All bids/proposals reaching the Mission Installation Contracting Command - Installation Contracting Office, Fort Leavenworth after the date and time set for the receipt of bids shall be considered late.

h. The Contract Specialist is the sole point of contact for this acquisition. All questions regarding this solicitation shall be submitted in writing via email to the attention of Ms. Jennifer Walker at usarmy.leavenworth.acc-micc.mbx.construction@army.mil.

L.4. SUBMISSIONS OF BID CONTENT

TAB #1 - Invitation for Bid (IFB) Documents

a. Standard Form (SF) 1442, Solicitation, Offer, and Award (Construction, Alteration or Repair): The bidder is cautioned that the SF 1442 must contain an original signature on the form. The contractor shall acknowledge any amendments to the IFB in accordance with the instructions on the SF 1442. The bidder shall provide the name, title and telephone number of the company /division point of contact regarding decisions made with respect to your submission and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

b. Representations, Certifications, and Other Statements of Bidders: Bidder's Representations and Certifications must be updated and current through the offeror's SAM registration which may be obtained at https://www.sam.gov. The bidder shall provide an affirmative statement that the SAM registration is current within 12 months of bid submission and includes NAICS Code 236220, "Commercial and Institutional Building Construction." It is the bidder's responsibility to ensure that the information provided in each representation and certification is completed truthfully and completely. Failure of a bidder to complete their online representations and certifications prior to the due date of the IFB will result in their submission being deemed nonresponsive and eliminated from consideration of the award.

TAB #2 - Bid Guarantee: The offeror (bidder) shall furnish a hardcopy bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States in accordance with FAR Provision 52.228-1, Bid Guarantee, stated elsewhere in the solicitation. The bid guarantee shall be twenty percent (20%) of the bid price. The penal sum may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

TAB #3 - Bid Sheet Cover Page: This page shall include the total dollar amount of the bid sheet amounts that covers the total. The bidder is cautioned to ensure the calculated totals are accurate and transposed correctly to the Cover Page.

TAB #4 - Responsibility Documents: Contractor responsibility shall be determined in part or in whole on the below submitted information.

a. Bonding Capacity: The bidder shall submit information showing maximum available bonding capacity and bonding costs with verification from the Securities or Bonding Company (to be completed by Surety Company and submitted by bidder). The information shall include the bonding limit for a single project, aggregate amount, and current available bonding.

b. Financial Reference: Provide a financial reference from a material and/or equipment supplier that can attest to payment history. Include Company Name of Bidder, Point of Contact (POC) for Business, Phone Number of POC and associated Account Number.

*** 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		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-12	Preparation of Bids.	1984-04		
52.214-18	Preparation of Bids-Construction.	1984-04		
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08		
52.214-20	Bid Samples.	2002-04		

52.214-34	Submission of Offers in the English Language.	1991-04
52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.232-15	Progress Payments Not Included.	1984-04

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		
252.206-7000	Domestic Source Restriction.	2023-08		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. 1996-09

Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $500,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference. 1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

There are no alterations in this Solicitation.

(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 Overhaul (48 CFR Chapter 1) 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

FACTORS FOR EVALUATION

M.1. BASIS OF AWARD

The Windows Northside at Building 52, at Fort Leavenworth shall be awarded utilizing Sealed Bidding Procedures in accordance with Federal Acquisition Regulation (FAR) Part 14, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). After bids are publicly opened, an award will be made with reasonable promptness to that responsible bidder whose bid, conforming to the invitation for bids; will be most advantageous to the Government, considering only price and the price related factors included in the invitation (FAR Subpart 14.307(a)(3)).

M.2. EVALUATION FACTORS FOR AWARD: To be considered for award, a bid must comply in all material respects with the invitation for bids. Such compliance enables bidders to stand on an equal footing and maintain integrity of the sealed bidding system (Subpart 14.209). Once an "Apparent Low Bid" has been selected the bid submission will be examined to ensure that it completely addresses all of the requirements listed in Section L of the IFB.

a. The Contracting Officer will determine that a prospective contractor is responsible (Subpart 9.104-1(a, b, c, d, f, g)) and that the prices offered are reasonable before awarding the contract. The price analysis techniques in 15.404-1 (b) may be used as guidelines as provided for in Subpart 14.408-2.

b. The Government may determine that an offer is unacceptable if it is determined that the proposed line items are materially unbalanced (e.g. abnormally high-cost line items followed by abnormally low-cost line items proposed in a combination to give the appearance of reasonableness in an effort to gain award), as defined under FAR Subpart 15.103.

c. The otherwise lowest-priced responsible bidder may be required to confirm/validate its price on a Contract Line Item (CLIN), element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

M.3 NON-RESPONSIVE BID SUBMISSIONS

a. All items specified in Section L.3. - Submissions of Bid Content shall be included in the bidder's Invitation for Bid (IFB) package to be considered responsive.

b. Bidders initially determined to be the "Apparent Low Bid" of a sealed bid process that possess material omission(s) may cause the bid submission to be rejected as "non-responsive".

*** END OF NARRATIVE ***

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		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7007	Additive or Deductive Items.	1991-12		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02		

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in

the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

In the case that equal bids received and the package is complete and responsive, the first received bid will be the one selected for an award.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)