SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140D0426R0084	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/29/2026	PAGE 1 OF 38 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE D21	8. ADDRESS OFFER TO
Interior Business Center, AQD Division 2/ Branch 1 381 Elden St Suite 2000A Herndon VA 20170	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	David Boyd	7039644853

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)*

The Fort Hood, Texas Jack Mountain Multi-Use (JMMU) Range requires upgrades, repairs, and modernizations to update the current infrastructure.

This procurement is being solicited as a small business set aside.

a. The resulting contract shall be structured as Firm Fixed Price.
b. See Statement of Work (SOW) and associated supporting documents for details of the construction requirements in Section J-List of Documents, Exhibits, and Other Attachments.
c. Magnitude of Construction: In accordance with FAR 36.204 and DFARS 236.204, Disclosure of Magnitude of construction estimated by the Government for the subject requirement is within in the following dollar ranges: Between $10,000,000 and $15,000,000.

11. The contractor shall begin performance within 0 calendar days and complete it within 0 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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	15

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 1200 ***(hour)*** local time 07/30/2026 (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 270 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

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 D21

Interior Business Center, AQD
Division 2/ Branch 1
381 Elden St
Suite 2000A
Herndon VA 20170

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* 1 *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)*

David Boyd

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	BASE TASKS: Task 1: Preconstruction Activities Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00011	BASE TASKS: Task 2: Repair and Modification of four (4) Moving Armored Targets (MAT) emplacements MAT54, MAT56, MAT58 and MAT60. Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00012	BASE TASKS: Task 3: Repair and Modification of one (1) MAT emplacement MAT52. Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00013	BASE TASKS: Task 4: Repair and Modernization of one hundred (117) Stationary Infantry Target (SIT) at eighteen (18) Clusters. Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00014	BASE TASKS: Task 5: Repair and Modernization of fifty-six (56) Stationary Armor Target (SAT) emplacements. Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00015	BASE TASKS: Task 6: Repair and Modernization of three (3) Stationary Armor Target (SAT)/Stationary Infantry Target (SIT) combination Cluster. Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00110	OPTIONAL TASK #1: At Four (4) MATs, replace Continued...	1	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	timbers with concrete panels for MAT Mover Safe-Haven 3 concrete panels per MAT, with one top timber. Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES				
00210	OPTIONAL TASK #2: At Four (4) MATs, replace every 5 set of timbers with concrete panels at each MATs Total 30 Concrete panels with one top timber at each MAT. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00310	OPTIONAL TASK #3: At Four (4) MATs, replace every timber section with concrete panels at each MATs Total 152 Concrete panels with one top timber at each MAT. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00410	OPTIONAL TASK #4: Furnish and install Two (2) FASIT BOI MAT Target Equipment (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00510	OPTIONAL TASK #5: Install Four (4) Sump Pumps systems. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00610	OPTIONAL TASK #6: Replace three (3) Range Limit Markers (RLMs) North of MAT52, at SAT531 and SAT528 (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00710	OPTIONAL TASK #7: Repair One (1) SACON Trench System Command Bunker and Machine-gun Bunker (SACON and Roof Structure Repairs). (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00810	OPTIONAL TASK #8: Replace timbers with Mafia Block/BIN Block at Fifty-Eight (58) SATs. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
00910	OPTIONAL TASK #9: Grade thirty-one (31) drainage ditches and clear nine (9) culverts. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
01010	OPTIONAL TASK #10: Install Four (4) gates. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
01110	OPTIONAL TASK #11: Procurement ten (10) Portable Armored Target System for Live-Fire Continued...	1	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Training. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES				
01210	OPTIONAL TASK #12: Install thirteen (13) Moving Infantry Target (MIT) emplacements. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		
01310	OPTIONAL TASK #13: Replace sixteen (16) Small Arms Range Firing Positions. (Option Line Item) Anticipated Exercise Date Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES	1	EA		

Section D - Packaging and Marking

All required submittals shall be delivered to the Contracting Officer's Representative (COR) listed in Section G *[or whatever section you name the COR in]* herein. All required submittals shall contain the following markings, if applicable:

1. Name and address of the contractor
2. Contract Number
3. Description of item submitted

Section E - Inspection and Acceptance
INSPECTION AND ACCEPTANCE TERMS
Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0110	Destination	Government	Destination	Government
0210	Destination	Government	Destination	Government
0310	Destination	Government	Destination	Government
0410	Destination	Government	Destination	Government
0510	Destination	Government	Destination	Government
0610	Destination	Government	Destination	Government
0710	Destination	Government	Destination	Government
0810	Destination	Government	Destination	Government
0910	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1110	Destination	Government	Destination	Government
1210	Destination	Government	Destination	Government

FAR CLAUSES

FAR 52.246-12 Inspection of Construction (Aug 1996)

FAR 52.246-13 Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)

Section F - Deliveries or Performance

CLIN

00010 TASK 1, actual physical work on site:

00011 TASK 2, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days

00012 TASK 3, actual physical work on site:
11/30/2026 thru 4/30/2027, 152 calendar days.

00013 TASK 4, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00014 TASK 5, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00015 TASK 6, actual physical work on site:
11/30/2026 thru 4/30/2027, 152 calendar days.

00110 Option TASK 1, actual physical work on site:
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00210 Option TASK 2, actual physical work on site:
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00310 Option TASK 3, actual physical work on site:
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00410 Option TASK 4, 180 calendar days after award.

00510 Option TASK 5, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00610 Option TASK 6, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00710 Option TASK 7, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.

00810 Option TASK 8, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

00910 Option TASK 9, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

01010 Option TASK 10, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.

01110 Option TASK 11, deliverables by 1 November 2026.

01210 Option TASK 12, actual physical work on site:
Behind LOA 11/30/2026 thru 4/30/2027, 152 calendar days.
Forward of LOA 2/12/2027 thru 4/12/2027, 60 calendar days.

01310 Option TASK 13, actual physical work on site:
1/4/2027 thru 2/5/2027, 33 calendar days.

FAR CLAUSES

FAR 52.211-13 Time Extensions (Sep 2000)

FAR 52.236-15 Schedules for Construction Contracts (Apr 1984)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

Invoicing/Payment for Firm-Fixed-Price Task

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (FEB 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is:

https://www.ipp.gov

Under this contract, the following documents are required to be submitted as an attachment to the IPP
invoice:

Invoices must include, as a minimum, the following information:

1. Contractor Name, Address, Contact Information
2. Contract Number/Task Order Number
3. Purpose of the Invoice
4. CLIN/Item number of deliverable
5. Description of deliverable
6. Quantity and Firm Fixed Price of deliverable
7. Date deliverable was provided to the government for inspection
8. Period of Performance/Milestones

The contractor is responsible for ensuring invoices submitted are accurate and complete.

Additional supporting documentation MAY BE REQUESTED at the discretion of the COR or CO.

PAYMENT:

1. Payments under this order will be due thirty (30) calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later.

2. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

FINAL INVOICE:

Within sixty calendar days of product acceptance and/or completion of services:

1. The contractor shall submit a final invoice, designated as such by a clear statement of "FINAL INVOICE" on the face of the invoice document.

2. The contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this purchase order/contract.

The sixty calendar day submission timeframe shall not be extended without written authorization from the Contracting Officer. In the event the items above are not submitted within the authorized timeframe, the Contracting Officer will make final cost determinations in order to make final payment and close out the contract unilaterally.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

DEPARTMENT OF INTERIOR ACQUISITION REGULATION (DIAR) CLAUSES IBR:

1452.204-70 Release of Claims – Department of the Interior (July 1996)

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/
(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transaction	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	MAR 2026
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	MAR 2026
52.204-13	System for Award Management Maintenance	MAR 2026
52.204-19	Incorporation by Reference of Representations and Certifications.	MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	MAY 2026
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	MAY 2026
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2026
52.210-1	Market Research	JUL 2025
52.215-2	Audit and Records—Negotiation	JUL 2025
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011

52.219-8	Utilization of Small Business Concerns	JAN 2026
52.219-6	Notice of Total Small Business Set-Aside	JAN 2026
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 2026
52.219-28	Post-Award Small Business Program Representation	JAN 2026
52.222-3	Convict Labor	MAY 2026
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	MAY 2026
52.222-6	Construction Wage Rate Requirements	MAY 2026
52.222-7	Withholding of Funds	MAY 2026
52.222-8	Payrolls and Basic Records	MAY 2026
52.222-9	Apprentices and Trainees	MAY 2026
52.222.10	Compliance with Copeland Act Requirements	MAY 2026
52.222-11	Subcontracts (Labor Standards)	MAY 2026
52.222-12	Contract Termination – Debarment	MAY 2014
52.222.13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	MAY 2026
52.222-15	Certification of Eligibility	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	MAY 2026
52.222-35	Equal Opportunity for Veterans	MAY 2026
52.222-36	Equal Opportunity for Workers with Disabilities	MAY 2026
52.222-37	Employment Reports on Veterans	MAY 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	MAY 2026
52.222-50	Combating Trafficking in Persons	MAY 2026
52.222-54	Employment Eligibility Verification	MAY 2026
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	MAY 2026
52.222-62	Paid Sick Leave Under Executive Order 13706	MAY 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	MAY 2026
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2026
52.226-7	Drug Free Workplace	MAR 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAR 2026
52.227-4	Patent Indemnity – Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Individual Surety – Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds - Construction	JUN 2020
52.229-3	Federal, State And Local Taxes	OCT 2025
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	JAN 2017
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984

52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
52.236-10	Utilities, and Improvements	APR 1984
52.236-11	Operations and Storage Areas	APR 1984
52.236.12	Use and Possession Prior to Completion	APR 1984
52.236-13	Cleaning Up	APR 1984
52.236-14	Accident Prevention	APR 1984
52.236-21	Availability and Use of Utility Services	APR 1984
52.237-1	Specifications and Drawings for Construction Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242.17	Government Delay Of Work	APR 1984
52.243-4	Changes	JUN 2007
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering - Construction	OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed Price) Default (Fixed-Price Construction)	APR 2012
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	MAY 2026
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals – Price Breakdown	DEC 1991
252.236-7001	Contract Drawings and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
1452.201-70	Authorities and Delegations	SEP 2011
1425.203-70	Restrictions and Endorsements	JUL 1996

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 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 **$5,572.00** 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 (JAN 2026)

(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 subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); 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) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed

by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023)

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

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at 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.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;
(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic

construction material. Least developed country construction material means a

construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another

country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia,

and outlying areas. WTO GPA country construction material

means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

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

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

construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(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)(4) 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 theunreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(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.

(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) \1\
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

\1\ 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)

52.228-1 BID GUARANTEE (SEP 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 $3 million, 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 provision)

CONSTRUCTION-WAGE DETERMINATION

(i) Reference FAR 52.222-6 Davis Bacon Act General Decision Number WD # TX20260279, State: Texas, Construction Type: Building, County(ies): Coryell & Lampasas in Texas, applies to this solicitation and/or purchase order and/or contract. Wage Determination may be downloaded from the following websites: https://sam.gov/wage-determination/TX20250279/2

PERFORMANCE AND PAYMENT BONDS (POST AWARD SUBMISSION) – Performance and Payment bonds must equal 100 percent of the original contract price and if that contract price increases, an additional amount equal to 100 percent of the increase, per FAR 28.102-2.

LIQUIDATED DAMAGES – As per the base contract, liquidated damages will be imposed at the task order level. Per FAR Clause 52.211-12, Liquidated Damages- Construction, 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 **$5,572.00** for each calendar day of delay until the work is completed or accepted by the Government.

Section J – List of Attachments

Enclosures/ Attachments

1. Ft. Hood SOW
2. SOW EXHIBITS
3. Davis-Bacon Act WD # TX20250230

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

DIAR 1452.233-2 – SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)
(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

David Boyd, Contracting Officer
Acquisition Services Directorate
Email: David_Boyd@ibc.doi.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/

(End of provision)

PROVISIONS INCORPORATED BY REFERENCE

52.204-7	System for Award Management	MAR 2026
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee)	FEB 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Firm Price (FFP) contract resulting from this solicitation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (MAY 2026)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative

remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 2026)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to

control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)
(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
(2) The small business size standard is _____ *[insert size standard]*.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*
(1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or
(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a women-owned small disadvantage business concern.
(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified*

as a SDVOSB concern]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]
(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—
(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated

country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(iii) May be accepted if revised during negotiations.

(End of provision)

INSTRUCTIONS TO OFFERORS

The Government requests a Firm Fixed Price (FFP) proposal for the subject project as described in the enclosed instructions and Scope of Work. The proposal shall be broken out so that the Work Plan/Design and Installation can be identified separately. **This is a competitive small business set-aside**.

DISCLOSURE OF MAGNITUDE

In accordance with FAR 36.204, the disclosure of magnitude for this project is **$10M to $15M**.

AVAILABILITY OF FUNDS

This RFP is issued subject to availability of funds in accordance with FAR 52.232-18.

PROPOSAL INSTRUCTIONS:

a. Offeror shall submit a signed and dated copy of the SF 1442 and any amendments. Failure to comply with all instructions provided herein shall result in an unsatisfactory proposal rating.

b. Your proposal shall be detailed and explicit and shall include supporting data in enough detail to permit a thorough review and analysis of the executive summary and cost and/or price components. No pricing shall be included with the Volume II Design and Construction Plan. Your proposal will contain three "volumes," as shown below:

Volume	**Factor**	**Page Limit**
Volume I	Administrative	5 pages
Volume II	Design and Construction Plan	50 pages
Volume III	Price	No page limits for spreadsheets and back-up data.

c. All information will be protected as procurement sensitive. All proposal documents, except schedules and drawings, shall be formatted to be legible when printed on 8 1/2 X 11-inch paper to include spreadsheets (with appropriate page breaks, headers and footers). The schedule and any drawings shall be provided on 11x17 pages. All documents and spreadsheets shall include: the Offeror's Name, SOW Title, "Jack Mountain Multi-Use (JMMU) Range Upgrades, Repairs, and Modernizations", Volume number, and Date. The technical proposal (Volume I and Volume II) shall be submitted in Adobe PDF. Spreadsheets shall be submitted as unlocked Microsoft Excel worksheets.

d. The Offeror shall not engage in any form of contact with installation personnel regarding this requirement prior to contract award.

e. **Questions may be submitted NLT 10 August 2026, 12 Noon (EDT). Offerors shall not make any assumptions in their proposal to accommodate any scope uncertainties.**

f. **Offerors are requested to furnish their proposal by electronic transmission not later than 12 Noon (EDT), Monday, 1 September 2026, to the Contracting Officer, David Boyd @ david_boyd@ibc.doi.gov.**

NOTE: Costs pertaining to proposal preparation will not be paid by the Government.

VOLUME I

g. The administrative volume will contain:

- Cover Letter with Signature of the SF 1442 binding the offeror to the proposed price and the terms of this solicitation
- Offeror shall acknowledge receipt of any amendments to this solicitation.
- Identify the primary and alternate project point of contacts (POCs) for this effort. Include the following POC information: Name, office telephone number(s), mobile telephone number(s), and e-mail address(es).
- Identify Offeror company data which includes pertinent company information such as, but not limited to, UEI, Socioeconomic certifications (if applicable), CAGE Code, and geographic area the company serves; and contact information which includes a point of contact (POC), company website, address, phone (main and cell), email of the POC named who shall have the authority to negotiate and enter into contractual agreements on behalf of the company.
- Bid Guarantee
- Declaration IAW Buy America Action Construction FAR 52.225-9

VOLUME II

h. The Design and Construction Plan shall consist of the offeror's response to meet the requirements outlined in the Statement of Work (SOW). The Design and Construction Plan shall include:

i. Design-Build Rapid Design Development Plan:
   - Outline the Contractor's proposed rapid design development process, including key milestones, deliverables, and a detailed schedule for achieving 100% design completion by the specified date.
   - Describe the iterative design review process, emphasizing how the Contractor will incorporate feedback efficiently to meet the aggressive timeline.
   - Identify the resources (personnel, software, etc.) dedicated to the rapid design development phase to ensure timely completion.

j. Material Procurement and Logistics Plan:
   - Provide a detailed plan for the procurement, fabrication, and delivery of all necessary materials to ensure they are ready for physical construction onsite by **November 30, 2026.**
   - Address long-lead time items and the strategies to mitigate potential delays.
   - Describe the proposed staging and storage of materials, including any pre-construction activities that may occur prior to **November 30, 2026**.
   -

k. Construction Schedule and Phasing (Onsite):

- Present a detailed schedule for the actual physical construction work onsite, commencing on November 30, 2026, and concluding on April 30, 2027. This represents a duration of 152 calendar days behind Limit of Advance (LOA). Contractor will only have 60 calendar days forward of LOA starting 12 February 2027 through 12 April 2027.
- Schedule shall show phased work behind and forward of the LOA. Behind LOA is protected from other range Surface Danger Zones (SDZ); this the area occupied by the training unit. Forward of the LOA is the area not occupied by the training unit and is affected by many other ranges SDZ.
- The schedule shall show how option tasks are to be performed in the event they are awarded.
- The schedule shall clearly delineate major construction phases, critical path activities, and estimated durations for each.

Technical Expertise and Staffing Plan:

- Provide a concise, clear summary that demonstrates how the offeror has the technical expertise to complete each of the requirements/tasks of the SOW. The offeror shall also submit a Staffing Plan that clearly demonstrates that the offerors' ability to provide individuals that are capable of completing the upgrades, repairs and modernizations as noted in the SOW.

VOLUME III

The offeror will provide a firm-fixed-price proposal in three parts 1) narrative statement including basis of estimate, 2) completed price workbook in Excel spreadsheet and 3) back-up detail such as material quotes and subcontractor proposals. The narrative statement shall clearly state any assumptions, clarifications, or exceptions that may influence the cost of meeting the requirements outlined in the SOW. If there are no assumptions, Offeror shall state that "There are no assumptions, clarifications, or exceptions that may influence the cost of meeting the requirements outlined in the SOW." The offeror is free to submit any appropriately formatted workbook that clearly shows pricing breakouts consistent with its proposed method of performance and generally accepted accounting principles. Workbook adjustments shall be discussed/tracked in price narrative. The price shall be consistent with the method of performance and materials described in **Volume II: Design and Construction Plan**. The offeror shall provide a breakout of proposed labor hours, labor rates, materials, travel, markups, indirect rates, profit. Any subcontract exceeding $250,000 shall be similarly broken down. Any logical formatting that adheres to generally accepted accounting principles may be used to submit cost/price data and proposal.

- The Offeror shall submit a proposed price amount for each (CLINs) 0010, 0011, 0012, 0013, 0014, 0015, 0110, 0210, 0310, 0410, 0510, 0610, 0710, 0810, 0910, 1010, 1110, 1210, and 1310.
- The Offeror shall ensure the unit prices are represented in two decimal positions only (example: $0.27, NOT $0.27434)
- The offeror will provide a firm-fixed-price proposal consisting of the following breakout of cost:

- other than certified cost and pricing data (price breakdown that include materials and equipment to "direct labor, fringe, overhead, G&A, and profit rates price matrix in an excel spreadsheet – unprotected),
- The breakout of G&A and profit rates used to develop the labor matrix that identifies all labor categories (fully burden rates), including Occupational Code/Title to the office specified.
- Other than certified cost and pricing data from both the prime and any major subcontractor(s) to be provided (using a Labor Matrix Breakout type spreadsheet). (A major subcontractor is a subcontractor that is awarded a subcontract that equals or exceeds both the certified cost or pricing data threshold and 10 percent of the value of the contract under which the subcontract is awarded.)

Section M – Evaluation Factors for Award

BASIS OF AWARD

The Government will award one contract resulting from this solicitation to the responsible small business offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government will make award using the ***best value trade off process***. In accordance with FAR 2.101, "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The best value is determined by comparing differences in the value of non-price features and the price in accordance with the relative importance of the evaluation factors. In making this comparison, the Government is more concerned with obtaining superior non-price factors than with establishing a contract at the lowest overall price to the Government.

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. The Government also reserves the right to make no award.

Evaluation Factors are fully described in the following pages, but their relative importance is listed immediately below:

Evaluation Factors are listed in relative order of importance:

1. Past Performance
2. Technical Approach & Capabilities
3. Price

Past Performance and Technical Approach and Capabilities when combined are significantly more important than Price.

FACTOR 1 – PAST PERFORMANCE

There is no submission requirement for past performance. Offerors must NOT submit past performance as part of their proposal. The Government will obtain information about the Offeror's past performance from the Contractor Performance Assessment Reporting System (CPARS) (https://www.cpars.gov) or from its own records or personnel's personal knowledge of previous contract performance. Past Performance will be evaluated, but the Offeror is not required to provide any documents for consideration for Factor 1.

HOW THE GOVERNMENT WILL EVALUATE FACTOR 1 – PAST PERFORMANCE

The Government will evaluate the vendor's likelihood of success in performing the solicitation's requirements as indicated by that vendor's record of past performance. The vendor's past performance rating will be based on data obtained from sources such as the CPARS and the

personal knowledge of the offeror's performance on previous Government contracts and/or task orders. Past performance of prime contractors whose firms are divided into severable segments (i.e. division, group, unit, etc.) will only be evaluated as it relates to those segments of the firm(s) that will perform the work.

Data such as CPARS records will first be reviewed to determine the relevancy of the past performance information. Relevancy will be evaluated based on whether the projects are of similar size, scope, magnitude of effort and complexity to the effort described in the SOW. In addition, Recency will play a significant role as well, past performance must have occurred within three years from the closing date of this solicitation.

Past Performance Recency/Relevancy Ratings	
Rating	**Definition**
Relevant and Recent	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires within 3 years of the closing date of this solicitation.
Not Recent and/or Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires or may be outside of the 3 years of the closing date of this solicitation.

Only offerors with recent and relevant past performance will be considered for further consideration.

After the Recency/Relevancy evaluation an adjectival Performance Confidence Rating will be assigned as described in the table below:

Eligible offerors will receive one of the following Performance Confidence Ratings. To be considered awardable, offerors must receive at least an adjectival rating of Some Confidence.

Past Performance is considered the most important factor. Past performance is more important than Technical Approach and significantly more important than Price.

Performance Confidence Rating – Considering the Federal Awardee Performance and Integri System (FAPIIS) and Contractor Performance Assessment Reporting System (CPARS) ratings previous projects, the Government will assign an overall confidence rating.

Rating	Description
High Confidence	Based on the offeror's performance record, the Government has a superior expectation that the offeror will successfully perform the required effort.
Some Confidence	Based on the offeror's performance record, the Government has a reasonab expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Low Confidence	Based on the offeror's performance record, the Government has a subpar expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, the Government has no or little expectation that the offeror will be able to perform the required effort.

HOW THE GOVERNMENT WILL EVALUATE FACTOR 2 – TECHNICAL APPROACH & CAPABILITES

The offeror shall submit a Design and Construction Plan detailing their understanding of the project, identifying their understanding of each of the task/projects as identified by each Contract Line-Item Number for the project as described in the attached Statement of Work (SOW)

The Government will evaluate the technical approach and capability of each offeror for understanding of the SOW, technical feasibility of the proposed approach, realism of the proposed schedule, technical expertise, and overall likelihood of success in achieving the Government's goals as expressed in the SOW. The Government values a demonstrated understanding of the Government's needs and goals as expressed in the SOW. The Government values a technical approach that will meet or exceed the requirements of the SOW. The Government values equipment that meets or exceeds standards set forth in the SOW and technical specifications.

The Government values a management capability with shorter lines of communication with fewer intervening levels of management between field personnel and personnel with decision making authority. The Government values a deliberate safety approach that prevents accidents through rigorous adherence to established processes and regular inspections. The Government values understanding of the Fort Hood safety program. The Government values personnel with experience in construction directly relevant to the SOW and physical security of access control points.

Proposals must receive at least an adjectival rating of acceptable to be eligible for award. Adjectival ratings are shown in the table below:

Adjective	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements and/or risk of unsuccessful performance is high.

Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Technical Approach & Capabilities is considered more important than Price and less important than Past Performance.

HOW THE GOVERNMENT WILL EVALUATE FACTOR 3 – PRICE

The Government will evaluate the price for fairness, reasonableness, completeness, balance, and value. The Government will calculate and evaluate the total evaluated price by totaling the prices of all Contract Line Items (CLINs) including options. The Government will evaluate the overall price and the individual CLIN prices to determine whether they are fair and reasonable in accordance with the price and technical analysis techniques at FAR 15.404-1(b) & (e). The Government will evaluate labor rates, indirect rates, and the profit rate for fairness and reasonableness. The Government will not perform Cost Analysis and Cost Realism Analysis; however, the price proposal must include all essential elements of work and must be consistent with the technical and management approach described by the offeror's proposal to be considered complete. A proposal that does not price all essential elements of work or that is inconsistent with the proposal technical approach will be considered incomplete and deficient unless the offeror explicitly states in a narrative statement that those portions of the work are purposely gratis to the Government. Failure to include price information for major features of work will be considered a deficiency. Failure to provide the detail breakdown required by the RFP or lump sum pricing of subcontracts over $250,000 will be considered a deficiency. An unreasonably high overall price or unreasonably high CLIN price will be considered a deficiency.

Price will not receive an adjectival rating.

Best Value – Trade Off:
Technical and past performance, when combined, are significantly more important than price.

The Government will make award to the responsible offeror whose proposal: 1) conforms to the Request for Quote (RFP) 2) will be most advantageous to the Government as it represents the Best Value considering price and other factors, and 3) represents a fair and reasonable price.

Overall, when combined, the Government considers non-price factors significantly more important than price. Prices of the competitors will be compared and traded off against the nonprice factors of competing quotes/proposals, as appropriate.