SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
0044053110	14

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140L1726Q0040	08/10/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Courtni Strickland	3039160211	08/21/2026 1200 MD

9. ISSUED BY CODE LRA

COLORADO STATE OFF
Denver Federal Center
Building 40
Lakewood CO 80225

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 488310

SIZE STANDARD: $47

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0011276455

See Schedule

16. ADMINISTERED BY CODE LRA

See Schedule

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE ____

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: COLORADO STATE OFF Denver Federal Center Building 40 Lakewood CO 80225 USA DELIVER TO: Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED. ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Chau Nguyen	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BLM-NM TAOS FIELD OFFICE 1024 Paseo del Pueblo Sur TAOS NM 87571-5983 US BLM-NM TFO SCLRA FLOATING COURTESY DOCK REPLACEMENT Minimum Requirements for responsive quote: 1. Provide your bid in two separate volumes: Volume 1 Price and Volume 2 Technical Approach and Schedule. 2. Fill Bid Form as part of Volume 1 Price 3. Conform to the RFQ delivery schedule. Instructions to Offerors: - Check your SAM registration, this must be active and current at the time of offers due. - Updates and registrations have been taking longer to process. If you have issues, there is free assistance is available at your local APEX Accelerators - https://www.apexaccelerators.us/#/ - Email with any questions you have, prior to the closing date, with enough time to research an answer and post an amendment. -Email your signed quote package to: Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	cstrickland@ios.doi.gov, with " 140L1726Q0040 BLM-CO TFO SCLRA FLOATING COURTESY DOCK REPLACEMENT" in the subject line, no later than August 20, 2026 no later than 12:00 hrs (12:00 PM) Mountain Time (MT) to include filled in SF-1449. Provide company information to include: Name, Address, SAM UEI number, and POC Name and email along with the price should be included in the package. -Offers are due August 20, 2026 no later than 12:00 hrs (12:00 PM) Mountain Time (MT). Attachments: ATTACHMENT 1- A04 PWS SCLRA COURTESY DOCK ATTACHMENT 2- A04 BID SHEET SCLRA COURTESY DOCK ATTACHMENT 3- B03 WD # 2015-5449 Primary POC: Contracting Specialist Courtni Strickland cstrickland@ios.doi.gov Secondary POC: Contracting Officer Chau Nguyen cnguyen@ios.doi.gov Period of Performance: 09/04/2026 to 12/04/2026				
00010	Floating Courtesy Dock Product/Service Code: N019 Product/Service Description: INSTALLATION OF EQUIPMENT- SHIPS, SMALL CRAFT, PONTOONS, AND FLOATING DOCKS Reminder: All invoices must be submitted directly to www.ipp.gov and include and itemized matching attachment.				

2 - Section 2 4
4 - Section 4 12

2 - Section 2

52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

52.225-1 Buy American - Supplies. (OCT 2022)

52.232-25 Prompt Payment. (JAN 2017)

52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services. (NOV 2021)

(a) *Contractor entitlement to financing payments*. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services.

(c) *Security for Government financing*. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) *Reservation of rights*. (1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment*. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

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

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments*. Contractor financing payments shall be provided no more frequently than monthly.

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (FAR 52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

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)

52.242-15 Stop-Work Order. (AUG 1989)

1452.201-70 Authorities and delegations. (SEP 2011)

1452.233-2 Service of Protest

52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2025) (DEVIATION FEB 2025)

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 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 [Contracting Officer to edit and include the documentation required under this contract]:

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.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

52.222-90 Addressing DEI Discrimination by Federal Contractors.
As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

(a) Definitions. As used in this clause¿

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation Effective Date)

52.204-14 Service Contract Reporting Requirements. (OCT 2016) (Deviation Effective Date)

52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.204-90 Offeror Identification. (Deviation Effective Date)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015) (Deviation Effective Date)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation Effective Date)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation Effective Date)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation Effective Date)

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation Effective Date)

52.219-1 Small Business Program Representations. (FEB 2024) (Deviation 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 488310.

(2) The small business size standard is $47M.

(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)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)

52.219-28 Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 488310 assigned to contract number [ ].

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is,[ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program*.[*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title._____]

(End of clause)

52.222-3 Convict Labor. (JUN 2003)

52.222-11 Subcontracts (Labor Standards). (MAY 2014) (Deviation Effective Date)

52.222-19 Child Labor-Cooperation with Authorities and Remedies. (JAN 2025) (Deviation Effective Date)

52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation Effective Date)

52.222-41 Service Contract Labor Standards. (AUG 2018)

52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (MAY 2014)

52.222-50 Combating Trafficking in Persons. (OCT 2025) (Deviation Effective Date)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)

52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022)

52.226-7 Drug-Free Workplace. (MAY 2024)

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

52.240-91 Security Prohibitions and Exclusions. (Deviation Effective Date)

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): FAR | Acquisition.GOV

(End of clause)

4 - Section 4

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)

52.204-7 System for Award Management-Registration. (NOV 2024) (Deviation Effective Date)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation Effective Date)

52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (Deviation Effective Date)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Evaluation Criteria

1.1. The Government will evaluate quotations using the streamlined commercial evaluation procedures of FAR 12.203(c), as modified by the Revolutionary FAR Overhaul (RFO). Formal evaluation plans, scoring methods, or competitive ranges are not required, and the Contracting Officer (CO) may exercise broad discretion in conducting a minimally burdensome evaluation.

A Technical Evaluation Panel will conduct the initial evaluation. Upon completion of the evaluation period, the panel will review each proposal and make their final award recommendation to the Contracting Officer.

The Government will make a best value decision considering Price and Other Factors, listed in descending order of importance.

1.2. Provide your bid in two separate volumes:
1.2.1. **Volume 1 - Pricing (Most Important).**
The Offeror must provide a priced quotation for work inclusive of all direct and indirect costs. Include the **BID FORM** in section 9 in this volume. Pricing must be FOB Destination and exclude any taxes otherwise applicable to this effort. Price will be evaluated for reasonableness and completeness under streamlined commercial procedures. The Government may also consider whether the quoted price is consistent with the vendor¿s demonstrated approach and anticipated level of effort.

Pricing must independently address the following elements:
¿ Floating courtesy dock with dock edging, bumpers, tie-down cleats, handrails, attachment system, anchoring system, and wheels for removal
¿ Delivery, installation, and operation & maintenance training
¿ Mobilization/Demobilization

1.2.2. **Volume 2 - Non-pricing, which includes information of evaluation factors**.
1.2.2.1. **Factor #1: TECHNICAL APPROACH** (Least Important Than Price; As Important As Schedule) **(Rated- Acceptable/Unacceptable)**
Ability of Item to Meet Required Specifications - To receive a rating of

¿acceptable¿, offer must at a minimum, demonstrate adequate technical capability of the item offered to meet or exceed the technical
specifications. The Government will evaluate the extent to which the quotation demonstrates a clear, feasible, and compliant approach of replacing the dock in accordance with the SOW.

The following elements must be addressed:
¿ Plan and Profile Drawings with Dimensions
¿ Manufacturer¿s Product Data
¿ Freeboard
¿ Construction Materials
¿ Connection System
¿ Floor Surface
¿ Dock Edging, Bumpers, and Tie-Down Cleats
¿ Hand Railing
¿ Attachment and Anchoring Systems
¿ Wheels

1.2.2.2. **Factor #2: SCHEDULE** (Least Important Than Price; As Important As Technical Approach) **(Rated- Confident/Marginal/Not Confident)**
The Offeror must provide a detailed work breakdown schedule illustrating the project¿s critical path including lead times for material ordering, delivery, installation, and training. The Government will consider the vendor¿s timeline and projected milestones.

Price is more important than Technical Approach, and Technical Approach is more than Schedule.

Basis for Award
The Government intends to make a single award to the vendor whose quotation represents the best value
The CO may:

· Make award without conducting discussions,
· Use comparative evaluation rather than scoring
· Selecting a quotation that is not the lowest priced if a higher priced quotation provides better value considering technical approach and past performance.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation Effective Date)

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): FAR | Acquisition.GOV

(End of provision)

52.252-5 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 Department of the Interior (48 CFR chapter 14) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)