SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 0044042012

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140P8126Q0043

6. SOLICITATION ISSUE DATE: 08/12/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Michelle Harrison

b. TELEPHONE NUMBER *(No collect calls)*: 7603675517

8. OFFER DUE DATE/ LOCAL TIME: 08/25/2026 1000 PD

9. ISSUED BY CODE: PPL

NPS, PWR - LAKE MABO
601 Nevada Way
Boulder City NV 89005-2426

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): 221122

SIZE STANDARD: 1100

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

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
☒ REQUEST FOR QUOTE (RFQ)
☐ INVITATION FOR BID (IFB)
☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE: 0011285198
See Schedule

16. ADMINISTERED BY CODE: PL7
See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

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

18a. PAYMENT WILL BE MADE BY CODE:

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: DOI, NPS, PWR - LAME MABO - JOTR 74485 National Park Drive Twentynine Palms CA 92277 US DELIVER TO: NPS, Lake Mead NRA 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 _____ 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)*: Michelle Harrison

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	101 Katzenbach Drive Boulder City NV 89005 US Government intends to award a firm fixed price purchase order, lump sum. Award will be made using the SF1449. ---------- Please contact michelle_harrison@ios.doi.gov with contracting questions ---------- Please read Specifications and all instructions in this document. There is a checklist on page 5 of this RFQ. Ensure all items are checked and contained in your quote package to be considered. Cyclic Compliance - 133582 PMIS 312150 Delivery: 11/30/2026 Period of Performance: 09/01/2026 to 11/30/2026				
00010	Removal, disposal, and Replacement/Installation 80 UPC Batteries at the Interagency Communications Center (ICC) Product/Service Code: N061 Product/Service Description: INSTALLATION OF EQUIPMENT- ELECTRIC WIRE AND POWER DISTRIBUTION EQUIPMENT				

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

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

DESCRIPTION:

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number **140P8126Q0043** is issued as a request for quotation (RFQ for [removal and replacement of 80 sealed lead-acid batteries within an existing uninterruptible power supply (UPS) system at Lake Mead NRA.

This acquisition **is** set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

Point of Contact:

National Park Service	**Contracting Officer**
Name:	**Michelle A. Harrison**
Email:	michelle_harrison@ios.doi.gov
Phone:	760-367-5517

The acquisition is in support of Lake Mead National Recreation Area (NRA).

This is a 100% Total Small Business Set Aside. The North American Industry Classification System (NAICS) code is 221122. The small business size standard is 1,100 employees.

The National Park Service intends to award a single Firm Fixed Price contract, Lump Sum.

Award Selection Process:

Per FAR Part 12, evaluation will be conducted by comparative evaluation of offerors. This solicitation is not stating nor required to state the relative importance assigned to each evaluation factor and/or sub factor (FAR 12.203(c)(2)).

1. PRICE.

2. TECHNICAL: Provide a project narrative that demonstrates how the Prime Contractor will successfully meet the needs of the statement of work. Narrative shall describe how the Prime contractor plans to directly superintend the work during the performance of the contract until the work is completed and accepted. The superintendent(s) shall demonstrate managing the projects quality control, safety, and schedule in accordance with the statement of work. Superintendent shall demonstrate they have the authority to direct subcontractors on the behalf of the prime contractor and can make real time changes if there is a non-conformance issue. See attached Statement of Work (SOW) demonstrating required superintendent duties. If the prime contractor is subcontracting the battery installation services, the technical approach shall demonstrate adherence to the SOW requirements for an onsite superintendent to manage the work directly at the Park location noted in the SOW. Quotes that copy and paste the language directly from the specifications without a comprehensive analysis may be rated less favorably.

INSTRUCTIONS TO OFFERORS:

Quotes must be in accordance with and in the order detailed in this section. Failure to submit quotes according to the instructions provided within the solicitation may result in the respondent's quote not being considered for award.

All interested parties shall be registered in the System for Award Management or SAM at time an offer or quotation is submitted.
The offerors shall submit a quote to the contracting specialist by email to **michelle_harrison@ios.doi.gov**.

Offers shall submit the following information in its entirety:

a) Checklist for quote submittal:

- This page completed ☐
- Signed acknowledgement of this solicitation's standard form ☐
- All amendments acknowledged using, if applicable ☐
- TECHNICAL: Draft schedule and basic approach for conducting the project, in narrative form (limit two pages). This includes (if applicable) demonstrating project superintendent's experience of similar scope and magnitude to this requirement within three (3) years of the solicitation closing date. ☐

b) PRICE SCHEDULE: (Edit as needed. If a more complex price schedule is required, you can make it part of your checklist for submittal and attach to the package.)

Item Number	Description	Price
10	Removal, Disposal, & Replacement/Installation of 80 sealed lead-acid batteries within an existing UPS system	$
		$
	Total	$

c) Contractor Core Data:

Offerors Name:_____

Offerors Address:_____

Offerors Unique Entity Identifier (UEI):_____

Offerors POC:_____

Offerors Phone/Email:_____

Clauses Section

FAR 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 address: http:// www.acquisition.gov/far/ and/or the Far Overhaul

FAR 52.252-6	Authorized Deviations in Clauses	NOV 2020

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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 system	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018 DEVIATION MAR 2026
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015 DEVIATION MAR 2026
52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services	NOV 2023 DEVIATION MAR 2026
52.219-6	Notice of Total Small Business Set-Aside	NOV 2020 DEVIATION JAN 2026
52.222-3	Convict Labor	JUN 2003 DEVIATION MAR 2026
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020 DEVIATION MAR 2026
52.222-41	Service Contract Labor Standards	AUG 2018 DEVIATION MAR 2026
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment	MAY 2014 DEVIATION MAR 2026
52.222-50	Combating Trafficking in Persons	OCT 2025 DEVIATION MAR 2026

52.222-62	Paid Sick Leave	JAN 2022 DEVIATION MAR 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	DEVIATION MAR 2026
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23	Sustainable Products and Services	MAY 2024 DEVIATION MAR 2026
52.225-1	Buy American Supplies	OCT 2022 DEVIATION MAR 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services	NOV 2021
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
52.232-90	Fast Payment Procedure	DEVIATION MAR 2026
52.233-3	Protest After Award	AUG 1996 DEVIATION MAR 2026
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004 DEVIATION MAR 2026
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.240-91	Security Prohibitions and Exclusions	DEVIATION MAR 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025 DEVIATION MAR 2026

KEY PERSONNEL REQUIREMENTS

(A) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(B) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days,

or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(C) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(D) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

(E) The Contractor shall assign to this contract the following key personnel:

Job-site Superintendent: _____

FAR 52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

EMPLOYEE CLASS	Wage and Fringe Benefit (%)
WG-10	$34.80 + 30%

DIAR 1452.201-70	Authorities and Delegations	SEP 2011

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not

proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

DIAR 1452.228-70	**Liability Insurance – Department of the Interior**	**JUL 1996**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:
$ 1M each person
$ 1M each occurrence
$ 1M property damage
(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

Prohibition of All Terrain Vehicles (ATV's)	**JUL 1996**

The contractor is prohibited from utilizing All-Terrain Vehicles (ATV)s on National Park Service lands. ATV is defined as: A motorized off-highway vehicle (OHV) traveling on four or more low-pressure tires, having a seat to be straddled by the operator and a handlebar for steering control.

Use of UtilityTerrain Vehicles (UTVs) are permitted. UTV (also called a side-by-side) is defined as: A motorized OHV having four or more low pressure tires, designed with side-by-side seats, seatbelts, steering wheel, and optional cab, brush cage, or ROPS.

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:
Uploaded hard-copy of contractor invoice.

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)

Provisions Section

All interested parties shall be registered in the System for Award Management or SAM at time an offer or quotation is submitted.

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): **https://www.acquisition.gov** and **the FAR Overhaul**

FAR 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 provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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	NOV 2024 DEVIATION MAR 2026
52.209-7	Information Regarding Responsibility Matters	OCT 2019 DEVIATION MAR 2026
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016 DEVIATION MAR 2026
52.212-1	Instruction to offerors-Commercial Products or Commercial Services	SEP 2023 DEVIATION MAR 2026
52.222-48	Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification	MAY 2014 DEVIATION MAR 2026
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification	MAY 2014 DEVIATION MAR 2026
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020

(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 _**221122**_.

(2) The small business size standard is _**1,100**_.

(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)

FAR 52.237-1	Site Visit.	APR 1984

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

List of Attachments

Number	Description	Number of Pages
1	Specifications/Statement of Work, Performance Work statement, etc.	11
2	Wage Determination #2015-5593 (Rev 31) – Clark County, NV	7