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
	18

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			H9224026QE062	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Ashley Helvak-Leslie	8584093001	20 Jul 2026 12:00 PM

9. ISSUED BY CODE H92240

NAVAL SPECIAL WARFARE COMMAND
3632 GUADALCANAL ROAD, BLDG 165
SAN DIEGO, CA 92155-5583
UNITED STATES
Ashley Helvak-Leslie, Email: ashley.n.helvak-leslie.civ@socom.mil Telephone: 8584093001

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
  - [x] 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): 811310

SIZE STANDARD: USD 13,000,000.00

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
[x] SEE SCHEDULE		[ ]	[x] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

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 NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

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

[x] 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 — [x] 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: See Schedule

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Created On:
08 Jul 2026, 02:57 AM Pacific Daylight Time

Solicitation/Contract Form

ROCK WALL INSPECTION, MAINTENANCE, REPAIR

Product Service Code: J078

0001

Product Service Code: J078

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	Contractor shall provide Climbing Wall inspection, maintenance, and repair services in accordance with Att. 01 - Performance Work Statement. and ELIN Price List. Pricing Arrangement: Firm Fixed Price	1	Each		
	Additional Descriptive Data: This contract is a five-year Indefinite Delivery Indefinite Quantity (IDIQ) contract with Firm Fixed Price (FFP) Contract Line Items (CLINS)/Exhibit Line Item Numbers (ELINS). The minimum contract value to be obligated is $1,000.00. There are NO orders guaranteed above the stated minimum. The maximum contract value is $150,000.00, which may consist of any combination of ELINS and quantities.				

Description/Specifications/Statement of Work

Requirements
ROCK WALL INSPECTION, MAINTENANCE, REPAIR

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: N68869 CountryCode: USA NSW CENTER 2446 TRIDENT WAY BLDG 634, SAN DIEGO CA 92155-5494 SAN DIEGO, CA 92155-5494 UNITED STATES

Deliveries or Performance

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 31 Jul 2026 To 30 Jul 2031	1 Each	

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

COMPLETED AT TASK ORDER AWARD

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

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

COMPLETED AT TASK ORDER AWARD

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Special Contract Requirements

Contract Clauses

5652.204-9003 Disclosure of Unclassified Information (July 2023)

(a) The protection of sensitive but unclassified data reflecting Special Operations technologies, personnel, plans, and business associations requires due diligence on the part of those in possession of such information. The application of appropriate security measures to ensure the safekeeping of USSOCOM and company proprietary data, intellectual property, and personnel data is the responsibility of all parties who have access to such information. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section130b (10 USC 130b). See DoD Manual 5400.07, Freedom of Information Act Program, dated 25 January 2017paragraph 5.2 c. (2)(a), In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, email, text, conversation, social media, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by the Contracting Officer.

(b) That contractor shall submit a written request for approval and shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 60 days before the proposed date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Officer. The Contractor shall include a similar requirement to this clause in each subcontract under this contract to affect this requirement at each level of subcontracting. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

(c) The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any manner or medium (e.g., corporate website, marketing brochure, newspaper, magazine, etc.) unless authorized in writing by the Contracting Officer. A written request for use of the USSOCOM emblem or logo shall be submitted to Contracting Officer at least 60 days before proposed use. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(End of clause)

5652.204-9004 Foreign Persons (2006) Section K

As prescribed in 5604.404-80, insert the following clause,
In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign persons will be permitted to work on a contract without notifying the Contracting Officer. Provide the following information for all foreign persons who will be working on the contract (or "X" here if there are no such individuals: ____):
(1) Full Name:
(2) Date of Birth:
(3) Place of Birth:
(4) Nationality:
(5) Social Security Number:
(6) Visa Status:
(7) Current Address:
(8) If a Subcontractor, Subcontractor Name and Address:
(9) Biographic data and/or resume

5652.216-9001 Oral Orders - Indefinite Delivery Contracts (2005)

The Contracting Officer may issue oral orders subject to the following:

(a) No oral order will exceed $20,000.00.

(b) The contractor will furnish a delivery ticket with each shipment in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing the order, an itemized listing of supplies or services furnished, unit price, unit of issue, quantity and total price for each line item, and the delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders shall be transmitted electronically along with an electronic copy of the delivery ticket to (insert name or office and URL address).

(d) Contracting/Ordering Officers shall electronically transmit to the contractor a list of individuals authorized to place oral orders on behalf of the ordering activity.

(e) The contractor will receive an electronic confirmation notice for each oral order within ten (10) working days of receipt.

(End of clause)

5652.216-9004 Procedures for Issuing Task/Delivery Orders under Single Award, Indefinite Delivery-Indefinite Quantity Contracts (2003)

(a) Soliciting Task/Delivery Order Proposals: When the Government has a requirement for services/supplies to be

performed/delivered under this contract, the Contracting Officer will issue a request for task/delivery order proposal either

in writing/by telephone/ electronic transmission. Each request will include, but not necessarily be limited to, the following:

1) Request for proposal number and/or title;

2) Contract Number;

3) Statement of Work;

4) Instructions to Offerors;

5) Items to be delivered and delivery schedule/performance period; and

6) A listing of Government furnished property to be provided to the Contractor, if required.

(b) Urgent Requirements: In the event of an urgent requirement, the Contractor shall provide a written proposal within the

timeframe specified by the Contracting Officer in the specified format.

(c) Submission of Proposals: The Contractor's proposal must comply with the Instructions to Offerors included in the request for task order proposal. The Contractor shall have no more than enter appropriate number of days to submit their proposals, unless:

1) A longer timeframe is specified in the request for task order proposal, or

2) It is an urgent requirement.

(End of clause)

5652.228-9000 Required Insurance (2015) Section G
(Revised December 2015)
As prescribed in 5628.310, insert the following clause, Editable and Fill-ins
The kinds and minimum amounts of insurance required in accordance with FAR 52.228-5 "Insurance-Work on a Government Installation" are as follows:
TYPE AMOUNT
Automobile Bodily Injury Liability In accordance with FAR 28.307-2
Property Damage Liability In accordance with FAR 28.307-2
Workers Compensation & Occupational Disease In accordance with FAR 28.307-2
Employer's Liability In accordance with FAR 28.307-2

5652.233-9000 Independent Review of Agency Protest Decision (2018)

In accordance with FAR 33.103(d)(4), interested parties may request an independent review at one level above the

contracting officer. The independent review is available as an appeal of the contracting officer's decision on an agency protest. Requests for an independent review shall be submitted to the Contracting Officer for coordination.

(End of clause)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.217-2	Cancellation Under Multi-year Contracts.	Oct 1997		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.232-7010	Levies on Contract Payments.	Dec 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Aug 2020)

ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through XXXX2031[insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 1 each of any ELIN[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $150,000.00[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of $150,000.00[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within THREE (3) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within THREE (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) (Feb 2026)

INDEFINITE QUANTITY (FEB 2026) (DEVIATION 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion of any task order issued under this contract[insert date].

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

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 5332.

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

Employee Class	Monetary Wage-Fringe Benefits
___	___
___	___
___	___
___	___
___	___
___	___
___	___

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

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 ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

List of Attachments

Att. 01 - Performance Work Statement

Att. 02 - Pricing Spreadsheet

Att. 03 - DoL WD 2015-5635

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

ADDENDUM 52.212-2

(1) LPTA:
The Government intends to issue an award to the offeror whose quote represents the lowest priced technically acceptable LPTA quote. LPTA is defined as submission of a quote that complies with all terms and conditions contained within the Request for Quote (RFQ) AND that is lowest priced. Lowest price is determined by the Total Evaluated Price of all Contract Line Item Numbers (CLINs).

(2) QUOTE SUBMISSION:
All quotes shall be submitted **no later than 12:00 PM Eastern on 20 JULY 2026**. Quotes shall be emailed to USSOCOMNSW01.11@socom.mil with the following in the subject line: H92240-26-Q-E062.

(3) QUOTE FORMAT AND CONTENT:
Electronic quotes shall address the sections listed below. Individual emails may not exceed 10 MB. Submissions with .zip files are not acceptable and will not be delivered by the government email server. The government server does not generate rejection notices and it may not forward a file if quarantined by the edge device. As such it is the vendor's responsibility to ensure its quote is received. The quote electronic page format will be 8 1/2" x 11". A page is defined as one face of a "sheet" of paper containing information. Type shall not be less than 10 pitch. Elaborate formats or color presentations are not desired or required. Quotes shall be valid for no less than 90 days from the date of RFQ closing.

(4) QUESTIONS:
Quoters may submit written questions during the quote preparation period. All questions must be received no later than **15 JULY 2026 at 12:00 PM Eastern.** Only written questions, citing solicitation H92240-26-Q-E062 in the subject, sent to USSOCOMNSW01.11@socom.mil will receive a response. Only written questions will receive a response. It is required that each question should include the document name, specific page, paragraph, clause or other definitive citation requiring clarification.

(5) ADMINISTRATIVE INFORMATION:
Complete business address of the Offeror, the corporate name to be used on any resultant contract, and the remittance address if different from that above. If this name does not identify a "parent company" or sponsoring "corporation" name, also provide such identity, as appropriate.

(i) The Quoters' Commercial and Government Entity (CAGE) Code and Unique Entity Identifier (UEI) Number.
(ii) Name, telephone numbers and e-mail address of person(s) to be contacted for clarification or questions to the quote.
(iii) Acknowledgement of all Amendments.
(iv) Fill-In Clauses: Provide all fill-ins or certifications required by the solicitation for inclusion in any resulting contract. The Quoter must be registered in the System for Award Management (SAM) to be eligible for award; Quotes received without the completed copy of the provision at FAR 52.212-3 Alt I or completed SAM representation may be considered non-compliant.

(6) TECHNICAL:
Submission Requirements: This section is limited to six (6) pages inclusive of any title page, table of contents, and acronym lists. The purpose of the Technical Capability Volume is to provide a concise summary of the offeror's overall approach to support the effort. The Technical Capability shall be specific and complete as to clearly demonstrate to the Government that the quoter has a thorough comprehension of and capabilities to perform the requirements outlined in the PWS. Failure to provide information or provide adequate information may result in quote rejections. Offeror shall provide a proposal satisfying all aspects of Att. 01 - Product Description.

(7) PRICE and Delivery Terms:
Please fill out Att. 02 - Pricing Spreadsheet and submit to include pricing after receipt of order (ARO). Failure to follow all of these instructions will render you ineligible for award.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

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_____[Insert one or more Internet addresses]

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Federal Aquisition Regulation[insert regulation name](48 CFR Chapter1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Evaluation Factors for Award

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) 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 shall be used to evaluate offers:

The Government will award one (1) contract resulting from this solicitation to the responsible Quoter whose quote conforming to the solicitation is the Lowest Price Technically Acceptable (LPTA).

All quotes received from eligible Quoters will be initially evaluated for completeness and conformance with the RFQ instructions. Incomplete and nonconforming quotes will not be further evaluated.

All complete and conforming quotes will be considered in terms of price, lowest to highest, and then the apparent lowest priced Quoter will be evaluated for acceptability under the Factor 1 Technical Capability. If the lowest price Quoter is determined technically unacceptable, the acceptability of the next lowest price Quoter will be evaluated, continuing this process as necessary until the LPTA Quoter is identified.

The following factors shall be used to evaluate quotes:

Factor 1 Technical Capability. The Government will evaluate the Quoter's technical volume to confirm:

(i) Acceptable Quote: Does meet the requirements of the solicitation

Unacceptable Quote: does not meet the requirements of the solicitation.

(ii) The Quoter agrees to all terms and conditions as stated in the solicitation

Quoters must meet all of the above requirements to be determined Technically Acceptable. Any Quoter failing to meet any of the above requirements may be determined Technically Unacceptable and not further evaluated. The Government reserves the right at its discretion to seek additional information from the lowest priced quoter(s) for evaluation and award purposes without seeking information from other quoters or allowing other quoters to submit revised quotes.

Factor 2 - Price. All prices provided in Att. 02 - Pricing Spreadsheet will be evaluated for reasonableness in accordance with the techniques listed at FAR 12.204.

The Government will determine the total evaluated price for award purposes as calculated from the Att. 02 - Pricing Spreadsheet by adding the total prices for all items. Note that pricing for all
items and is required, otherwise the quote will be considered ineligible for award. The Government may determine that an offer is unacceptable if the prices are significantly unbalanced.

(End of Provision)

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DEVIATION 2026-O0038)

(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:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Technical

Price

____

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(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)