REQUEST FOR QUOTATIONS

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF PAGES 17

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
SPE7L1-27-T-5610	2026 NOV 20	7019241457	▶	

5. ISSUED BY

DLA WEAPONS SUPPORT
LAND SUPPLY CHAIN
PO BOX 3990
COLUMBUS OH 43218-3990
USA
Name: Darrell Pannell Buyer Code:PLCL64J Tel: DSN(312) 850-3118 Fax: 000-000-0000
Email: Darrell.Pannell@dla.mil

6. DELIVER BY *(Date)*
20 DAYS ADO

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER *(See Schedule)*

8. TO:

9. DESTINATION
a. NAME OF CONSIGNEE
See Schedule
b. STREET ADDRESS
c. CITY
d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS *(Date)*

2026 NOV 30

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(See Continuation Sheets)*

POC INFORMATION:

WHEN TECHNICAL DATA IS PROVIDED IT MUST BE OBTAINED AT:https://pcf1x.bsm.dla.mil/cfolders. DISCREPANCIES FOUND IN TECHNICAL DATA SHOULD SUBMIT REQUEST TO THE DLA CUSTOMER SERVICE WEBSITE:https://www.pdmd.dla.mil/cs/

ALL OTHER QUESTIONS (SOLICITATION REQUIREMENTS, ITEM DESCRIPTION, AWARD CHOICE, ETC.), PLEASE CONTACT THE BUYER SHOWN ABOVE.

QUESTIONS REGARDING OPERATION OF THE DLA-BSM INTERNET BID BOARD SYSTEM SHOULD BE E-MAILED TO: DibbsBSM@dla.mil

FOR IMMEDIATE ASSISTANCE, PLEASE REFER TO THE FREQUENTLY ASKED QUESTIONS (FAQS) ON BSM DIBBS AT:
https://www.dibbs.bsm.dla.mil/Refs/help/DIBBSHelp.htm OR PHONE 1-844-347-2457 (Press 5 then speak or enter D-L-A).

MASTER SOLICITATION

THIS SOLICITATION INCORPORATES THE TERMS AND CONDITIONS SET FORTH IN THE DEFENSE LOGISTICS AGENCY (DLA) MASTER SOLICITATION FOR AUTOMATED SIMPLIFIED ACQUISITIONS REVISION 106 (NOVEMBER 3, 2026) WHICH CAN BE FOUND ON THE WEB AT:
https://www.dla.mil/Portals/104/Documents/J7Acquisition/FinalMasterSolicitationForAutomatedSimplifiedAcquisitionsRevision11-3-26.pdf

This solicitation incorporates technical/quality requirements ('R' or 'I' number in section B). The full text is in the DLA Technical and Quality Master List of Requirements at:
http://www.dla.mil/HQ/Acquisition/Offers/eprocurement.aspx The revisionof the TQ Master in effect on the award date controls.

THE FULL TEXT OF THE FAR, DFARS, AND DLAD PROVISIONS, CLAUSES, ANDPROCUREMENT NOTES CAN BE VIEWED AT THE FOLLOWING WEBSITES:

FAR: https://www.acquisition.gov, (this site is to be utilized for the FAR only; do not utilize for DFARS, DLAD, etc.)

DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DLA Master Solicitation, Technical/Quality Requirements, Procurement Notes, and DLAD: https://www.dla.mil/Acquisition/Policy-and-Directives

12. DISCOUNT FOR PROMPT PAYMENT ▶	a. 10 CALENDAR DAYS *(%)*	b. 20 CALENDAR DAYS *(%)*	c. 30 CALENDAR DAYS *(%)*	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☒ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. Date of Quotation
a. NAME OF QUOTER	CAGE			
b. STREET ADDRESS			16. SIGNER	
			a. NAME *(Type or Print)*	b. TELEPHONE
c. COUNTY				AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE *(Type or Print)*	NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not useable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

SECTION A

THIS BUY MAY BE A CANDIDATE FOR AUTOMATED AWARD. HOWEVER, AUTOMATED SOLICITATIONS CONTAINING FIRST ARTICLE TEST REQUIREMENTS ARE NOT CANDIDATES FOR AN AUTOMATED AWARD. ALL QUOTES MUST BE SUBMITTED VIA THE DLA INTERNET BID BOARD SYSTEM (DIBBS) AT https://www.dibbs.bsm.dla.mil. MICRO-PURCHASE QUOTES MAY BE AWARDED PRIOR TO RETURN DATE.

ALL QUOTES MUST BE SUBMITTED VIA THE DLA INTERNET BID BOARD SYSTEM (DIBBS) AT https://www.dibbs.bsm.dla.mil.

[==]

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM 339999
Refer to the corresponding small business size standard
http://www.sba.gov/content/table-small-business-size-standards
However, the small business size standard for a concern that submits an offer but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition is 1) an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award; or 2) uses the HUBZone price evaluation preference to award to a HUBZone concern, unless the concern waived the evaluation preference.

DFARS 252.225-7001, BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM, APPLIES TO ALL QUOTES ABOVE THE MICRO-PURCHASE THRESHOLD.

DESTINATION INSPECTION REQUIRED - FAR 52.246-2 APPLIES.

Fast Pay does not apply to this solicitation

CONTINUED ON NEXT PAGE

SECTION A

Due to the volatility of demands, and frequent quantity changes on open purchase requests, offerors are highly encouraged to submit quantity ranges when quoting. If a PR is evaluated manually, quoting ranges provides the buyer the option to combine requirements or reduce the quantity as needed without resoliciting or adding any additional administrative burden for either party involved when making an award. This does not apply to Auto IDC.

If you anticipate quoting on a solicitation after the closing date, please submit a DIBBS quote with a bid type of “No Bid” and place an anticipated quote date or the reason you are not willing to quote. This does not prevent you from submitting an actual quote on DIBBS at a later date. It will overlay your previous no quote. This informs buyers of your intention to quote and prevents multiple calls for updates and cancelling of requirements assumed to be non-procurable due to no quotes/sources. The submission of an anticipated quote date does not preclude DLA from making an award to another acceptable timely offer.

APEX Accelerators, formally known as the Procurement Technical Assistance Program (PTAP), is designed to increase the number of U.S. businesses capable of bidding and performing on local, state, and federal government contracts. APEX Accelerators provide critical assistance to new and existing businesses interested government contracting to enhance the defense industrial base at no cost. Visit https://www.apexaccelerators.us/#/ for more information.

6,

THE OFFEROR, BY SUBMISSION OF ITS QUOTATION, REPRESENTS IT WILL NOT PROVIDE COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES TO THE GOVERNMENT IN THE PERFORMANCE OF ANY AWARD RESULTING FROM THIS SOLICITATION, IN ACCORDANCE WITH PARAGRAPH (d) OF THE CLAUSE AT FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT, OR IN ACCORDANCE WITH ITS EXISTING REPRESENTATION IN PARAGRAPH (c) OF THE PROVISION AT DFARS 252.204-7016, COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION.

CONTINUED ON NEXT PAGE

SECTION A

Caution Notice: Offerors are required to comply with domestic material restrictions. The Berry Amendment, the Buy American Act, and other domestic material restrictions may apply. Offerors are instructed to refer to the solicitation clauses related to foreign sourcing for more information on applicability. The Berry Amendment threshold has been reduced to $150,000 and vendors must carefully review related clauses DFARS 252.225-7006, 252.225-7012, and 252.225-7015 for applicability requirements. If your offer is based on a non-domestic material, you are required to provide disclosure information in your quote and/or through written notification to the point of contact listed in the solicitation.

DoD Class Deviation 2023-O0001: A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212- 3(b) for the following categories:
(A) Small business;
(B) Service-disabled veteran-owned small business;
(C) Women-owned small business (WOSB) under the WOSB Program;
(D) Economically disadvantaged women-owned small business under the WOSB Program; or
(E) Historically underutilized business zone small business.

ACCESSING & USE OF VENDOR SHIPMENT MODULE (VSM) IS CHANGING
Within approximately 2 months, ALL DLA contractors will be required to register via DLA’s Account Management & Provisioning System (AMPS) to access VSM. Without AMPS approval, contractors will not be able to access VSM or ship to DLA.

Contractors using VSM WebServices MUST update their internal schema or lose access and shipping ability. Online VSM users do not need schema changes.

CONTINUED ON NEXT PAGE

SECTION A

Required actions:

• Review VSM announcements. Schema updates are in the April 23, 2025 post: https://www.dibbs.bsm.dla.mil/notices/msgdspl.aspx?msgid=1259

• Additional notices:
https://www.dibbs.bsm.dla.mil/notices/msgdspl.aspx?msgid=1267
https://www.dibbs.bsm.dla.mil/notices/msgdspl.aspx?msgid=1252
https://www.dibbs.bsm.dla.mil/notices/msgdspl.aspx?msgid=1229

AMPS registration is not available at this time; however, check DLA's DIBBS "Notices" section daily for updates.

• To receive AMPS/User Guide updates via email, contact: JSONWEBServiceInquiry@dla.mil

Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeror proposing to supply an AM- produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items. See L31 Additive Manufacturing (JUN 2018)

No History Available

CONTINUED ON NEXT PAGE

SECTION B

PR: 7019241457
CAGE/PN:79396 57098

ITEM DESCRIPTION
Non-NSN Team

CAGE/PN: 79396 / 57098

WIX CORP
USA
GASTONIA NC 28052
1301 E OZARK AVE

Phone: 7-704-864-6711

NO EXCEPTION DATA

DLA issues this document using the DoD authorized unit of issue, please refer to the following URL to determine the corresponding ANSI X12 unit of issue.

https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK

CLIN	PR	PRLI	UI	QUANTITY	UNIT PRICE	TOTAL PRICE
0001	7019241457	0001	EA	2.000		

CAGE/PN:79396 57098

DELIVERY (IN DAYS):0020

DELIVER FOB: DESTINATION

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

PREP FOR DELIVERY:

PKGING DATA-QUP:001
WILL BE PACKAGED IN ACCORDANCE WITH ASTM D3951.

All DLA Master List of Technical and Quality Requirements take
 precedence over ASTM D3951.
Mark and label all packaging and packing in accordance with MIL-STD-129.
The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) will be
 as specified in the contract/purchase order.
PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING
 REQUIREMENTS FOR PROCUREMENT

BULK BREAK POINT:

W81RP6

W6YQ USALRCTR FT CARSON
AWCF SSF 4885 CHILES AVE
MF CRP DOL BLDG 330
FORT CARSON CO 80913-5702
US

SHIP BY FASTEST TRACEABLE MEANS. DO NOT USE PARCEL POST.

CONTINUED ON NEXT PAGE

SECTION B

PR: 7019241457 PRLI: 0001 CONT'D

FREIGHT SHIPPING ADDRESS:

W81RP6

W6YQ USALRCTR FT CARSON
AWCF SSF 4885 CHILES AVE
MF CRP DOL BLDG 330
FORT CARSON CO 80913-5702
US

MARKFOR

W81RP6

W6YQ USALRCTR FT CARSON
AWCF SSF 4885 CHILES AVE
MF CRP DOL BLDG 330
FORT CARSON CO 80913-5702
US

M/F: (TCN) W91FPV63230009
RDD: 323
PROJ: TP 2
SUPP ADD: W81RP6 SIG: J

FOR GOVERNMENT USE ONLY: (IPD) 06

DIC: A0B DIST: ADV: FC: 71

Need Ship Date:00/00/0000
Original Required Delivery Date:11/19/2026
* * * *

SECTION F - DELIVERIES OR PERFORMANCE

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) (FAR)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

252.223-7001 HAZARD WARNING LABELS (DEC 1991) (DFARS)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

SECTION I - CONTRACT CLAUSES

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DoD OFFICIALS (SEPT 2011) (DFARS)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) (DFARS)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) (DFARS)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) (DFARS)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) (DFARS)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DFARS)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (JAN 2023) (DFARS)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) (DFARS)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) (DFARS)

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023) (DFARS)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEPT 2014) (DFARS)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) (DFARS)

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) (DFARS)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) (DFARS)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) (DFARS)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) (DFARS)

(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.

When creating documents in WAWF, an invoice and receiving report are both required unless an exception at DFARS 232.7002 (a) applies. The invoice and receiving report may be submitted separately or together as a combo type document. See DFARS appendix F for detailed instructions on preparing the WAWF receiving report. ***NOTE: For contracts in accordance with fast payment procedures, if the customer does not have a registered acceptor in WAWF, submit an invoice only.

(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.

N/A for supply contracts/submit an invoice 2in1 for service contracts

(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 item financing, submit a commercial item 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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Routing Data Table*

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

*(*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.

Contact the local contract administrator found in block 6 of the DD 1155

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

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

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) (DFARS)

252.240-7997 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (DEVIATION 2026-O0025) (FEB 2026) (DFARS)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (DFARS)

252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0015) (FEB 2026) (DFARS)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) (DFARS)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC (OCT 2024) (DFARS)

(a) *Definitions.* As used in this clause --
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.
(b) If the transportation of supplies by sea is anticipated under this contract, the Contractor shall --
(1) Notify the Contracting Officer and Maritime Administration (MARAD) at Cargo.Marad@dot.gov --
(i) Within 3 business days after contract award; or
(ii) Immediately prior to the shipment departure date necessary to meet delivery schedules, whichever is earlier; and
(2) Include in the notification --
(i) A statement of the Contractor's intent to transport supplies by sea;
(ii) The contract number; and
(iii) The task-order or delivery-order number, when applicable.
(c)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
(i) This contract is a construction contract; or
(ii) The supplies being transported are --
(A) Other than commercial products; or
(B) Commercial products that --
*(1)*The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
*(2)*Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
*(3)*Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(d) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(e) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to the shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
(1) Type, weight, and cube of cargo;
(2) Required shipping date(s) and required delivery date(s);
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and
(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(f) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and MARAD at Cargo.Marad@dot.gov, Attention: Military Team, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.
(g) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION CONTRACT LINE ITEMS QUANTITY

TOTAL

(h) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
(i) If the Contractor did not anticipate transporting any supplies by sea at the time of contract award and, therefore, did not provide the notification required by paragraph (b) of this clause, but prior to shipment of supplies, the Contractor learns that supplies will be transported by sea, the Contractor shall --
(1) Provide the notification required by paragraph (b) of this clause to the Contracting Officer and MARAD as soon as it is known that supplies will be transported by sea; and
(2) Comply with all the terms and conditions of this clause.
(j) *Subcontracts*. In the award of subcontracts, for the types of supplies described in paragraph (c)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
(1) The Contractor shall insert the substance of this clause, including this paragraph (j), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
(2) The Contractor shall insert the substance of paragraphs (a) through (f) of this clause, and this paragraph (j), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7025 REFLAGGING OR REPAIR WORK (OCT 2024) (DFARS)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (FAR)

52.204-13 SYSTEM FOR AWARD MANAGEMENT -- MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (FAR)

52.213-4 TERMS AND CONDITIONS -- SIMPLIFIED ACQUISITIONS (NONCOMMERCIAL) (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026) (FAR)

The Government contemplates award of a _____ [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

52.216-1 ALT I TYPE OF CONTRACT, ALT I (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) (FAR)

Insert the clause at 52.219-28, Postaward Small Business Program Rerepresentation, in solicitations and contracts exceeding the micro-purchase threshold when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied this part in accordance with 19.000(b)(1)(ii).
(B) Use the clause with its Alternate I in solicitations and the resulting multiple-award contracts with more than one NAICS code. This is authorized for solicitations issued after October 1, 2028 (see 19.103(b)(2)).

As prescribed in 19.101(a)(2)(iii)(A), insert the following clause:
(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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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* _____ 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)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.222-36 ALT I EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES, ALT I (DEVIATION 2026-O0038) (FEB 2026) (FAR)

Alternate I (July 2014). As prescribed in 22.1401-2(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ *[List term(s)]*.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (DEVIATION 2026-O0038) (FEB 2026) (FAR)

(As prescribed in 23.304(a)(1), insert the following clause:

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (DEVIATION 2026-O0038) (FEB 2026) (FAR)

As prescribed in 23.304(b), insert the following clause:

(a) The Contractor shall notify the Contracting Officer or designee, in writing, _____*days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.
(End of clause)

52.227-1 ALT I AUTHORIZATION AND CONSENT, ALT I (APR 1984) (FAR)

52.227-1 ALT II AUTHORIZATION AND CONSENT, ALT II (APR 2026) (FAR)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (FAR)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) (FAR)

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.243-1 CHANGES - FIXED PRICE (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (FAR)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (FAR)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEPT 2022) (DFARS)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) (DFARS)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019) (DFARS)

As prescribed in 204.2105 (a), use the following provision:
(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov/) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".
(c) *Representation*. The Offeror represents that it [ ] does, [ ] 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.
(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021) (DFARS)

As prescribed in 204.2105(b), use the following provision:
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.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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)

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES – REPRESENTATION (DEVIATION 2021-O0003) (APR 2021) (DFARS)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION 2026-O0038) (FEB 2026) (FAR)

As prescribed in 19.101(a)(2)(ii)(A), insert the following provision:
Small Business Program Representations (Deviation Date)
(a) *Definitions.* As used in this provision-
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.
HUBZone small business concern means a small business concern that meets the requirements described in *13 CFR 126.200*, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (*13 CFR 126.103*).
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.
Small business concern --
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)
(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
(2) The small business size standard is _____ *[insert size standard]*.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(c) *Representations.*
(1) The offeror represents as part of its offer that --
(i) it is, is not a small business concern; or

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

252.215-7994 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—BASIC (DEVIATION 2026-O0048) (MAR 2026) (DFARS)

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.204-7 ALT I SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION, ALT I (DEVIATION 2026-O0038) (FEB 2026) (FAR)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008) (FAR)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

*****SEE BLOCK 4 ON THE FORM SF18*****

(End of provision)

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

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: https://www.acquisition.gov/?q=browsefar

DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of provision)