

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

|   |                         |                 |                        |  |
|---|-------------------------|-----------------|------------------------|--|
| <b>NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.</b> |                         |                 | 1. REQUISITION NUMBER  | PAGE 1 OF                              |
| 2. CONTRACT NUMBER  | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE             |
| 7. FOR SOLICITATION INFORMATION CALL:                           |                         | a. NAME         |                        | b. TELEPHONE NUMBER (No collect calls) |
| 8. OFFER DUE DATE/ LOCAL TIME                                   |                         |                 |                        |  |

|              |      |  |  |
|--------------|------|--|--|
| 9. ISSUED BY | CODE |  | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): _____<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> _____<br><input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> _____<br><input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) <input type="checkbox"/> SIZE STANDARD: _____ |
|--------------|------|--|--|

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

|                |      |  |                     |      |  |
|----------------|------|--|---------------------|------|--|
| 15. DELIVER TO | CODE |  | 16. ADMINISTERED BY | CODE |  |
|----------------|------|--|---------------------|------|--|

|                          |      |  |               |  |                              |      |  |
|--------------------------|------|--|---------------|--|------------------------------|------|--|
| 17a. CONTRACTOR/ OFFEROR | CODE |  | FACILITY CODE |  | 18a. PAYMENT WILL BE MADE BY | CODE |  |
| TELEPHONE NUMBER         |      |  |               |  |                              |      |  |

|  |   |
|--|---|
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
|--|---|

| 19. ITEM NUMBER  | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--|-----------------------------------|--------------|----------|----------------|------------|
| (Use Reverse and/or Attach Additional Sheets as Necessary) |                                   |              |          |                |            |

|                                       |  |
|---------------------------------------|--|
| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT (For Government Use Only) |
|---------------------------------------|--|

|   |  |
|---|--|
| <input type="checkbox"/> 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 | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA   | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |

|  |  |
|--|--|
| <input type="checkbox"/> 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 | <input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |
|--|--|

|   |  |  |                  |
|---|--|--|------------------|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR          | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |  |                  |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | 30c. DATE SIGNED   | 31b. NAME OF CONTRACTING OFFICER (Type or print) | 31c. DATE SIGNED |

## Solicitation/Contract Form Continuation

### SEAWATER STRAINERS

Product Service Code: 2940

1. **NOTICE TO ALL OFFERORS:** The Government anticipates awarding a firm-fixed-price supply-type contract in accordance with Revolutionary FAR Overhaul (RFO) Part 12 in response to quotes received in response to this solicitation for brand name requirement for OEM KRAISSL brand. A firm-fixed-price contract places the maximum risk and full responsibility for all costs and resulting profit or loss on the contractor, offerors are advised to consider these risks when pricing their quotes.
2. See block 8 on page 1 of the solicitation for the closing date and time.
3. See block 9 on page 1 of the solicitation for the Contracting Official.
4. The deadline for submission of questions regarding the solicitation's terms, conditions, specifications, and/or the statement of work (SOW) / performance work statement (PWS) is one (1) day prior to the solicitation closing date.
5. All responsible sources may submit a quote or offer prior to the solicitation closing date and time.
6. **EXCEPTIONS:** All exceptions from the solicitation's terms, conditions, specifications, and/or the statement of work / performance work statement, if any, shall be provided. It will be assumed that any quote without mention of any exceptions will take no exception from all specifications, terms and conditions, clauses, or provisions within the solicitation.
7. The Government will select the most advantageous offer in accordance with FAR 12.203(a).
8. The Government anticipates an award resulting from this solicitation on or about two (2) weeks following the solicitation closing due date, inclusive of any solicitation amendment(s).
9. **SINGLE AWARD FOR ALL ITEMS:** Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the quoter whose quote is considered in the best interest of the government, price and other factors considered. Therefore, quoters who quote less than the entire effort specified herein may be determined to be unacceptable.
10. The method of payment for this order will be by WAWF in accordance with DFARS 252.232-7006.
11. Please provide the following information with our quote submission:  
YOUR NAME:  
YOUR SAME REGISTERED CAGE CODE NUMBER:  
YOUR E-MAIL ADDRESS:  
YOUR PHONE NUMBER:  
BUSINESS SIZE (PER NAICS CODE, SEE BLOCK 10 ON PAGE 1 OF THE SOLICITATION):  
 SMALL BUSINESS CONCERN  
 OTHER THAN SMALL BUSINESS CONCERN  
YOUR BUSINESS MUST BE REGISTERED WITH SYSTEM AWARD FOR MANAGEMENT (SAM) IN ORDER TO RECEIVE A GOVERNMENT AWARD.  
REGISTRATION IS ALWAYS FREE; SEE THE SOLLOWING LINK: <https://www.sam.gov>.  
Defense Biometric Identification System (DBIDS) for Vendor Base Access  
Vendors requesting base access must go to the following website and register: <http://dbids.dmdc.mil/home>.  
Vendors must request for base access as soon as possible after receiving award to ensure that all employees' base

access request(s) are approved before the start of the contract's period of performance.

#### **PROOF OF DELIVERY**

If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will occur only after the government can verify actual receipt of the contract items--packaged, marked and labeled as required elsewhere in this contract.

#### **TRACEABLE FREIGHT**

The Contractor shall assume all responsibility for shipment to the specified destination. Shipment must be via a fully traceable commercial freight method. Traceable freight means that the shipment is registered upon shipment with an identifying number. The number is for location of the shipment at any point in transit, including final destination, and verifies shipment arrival at the specified destination. If a shipping method does not provide traceability as defined above, it shall not be used.

## Continuation of Supplies or Services and Prices/Costs

### Additional Information/Notes

| Item | Supplies/Service  | Quantity | Unit | Unit Price | Amount |
|------|---|----------|------|------------|--------|
| 0001 | <p>SEAWATER STRAINER<br/>1.5" 150#ANSI FLG, B-61 Bronze Duplex Strainer w/Bronze Plug Assembly, Quick Open Covers, Monel 400 Strainers Baskets with 1/32" Perforations, Bronze Plug Assembly, Graphite Packing, Fiber Gaskets, Cadmium Coated Ferrous Hardware, Standard Crating, MADE IN THE USA.<br/>MFR: KRAISSL<br/>Part number 72-38F.</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS FOR DETAILS.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p>             | 1        | Each |            |        |
| 0002 | <p>SEAWATER STRAINER<br/>2" 150#ANSI FLG, B-61 Bronze Duplex Strainer w/Bronze Plug Assembly, Quick Open Covers, Monel 400 Strainers Baskets with 1/32" Perforations, Bronze Plug Assembly, Graphite Packing, Fiber Gaskets, Cadmium Coated Ferrous Hardware, Standard Crating, MADE IN THE USA.<br/>MFR: KRAISSL<br/>Part number 72-40F.</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS FOR DETAILS.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p>               | 1        | Each |            |        |
| 0003 | <p>SEAWATER STRAINER<br/>4" 150#ANSI FLG, (Bolt PatterNB-61 Bronze Duplex Strainer w /Bronze Plug Assembly, Quick Open Covers, Monel 400 Strainers Baskets with 1/32" Perforations, Bronze Plug Assembly, Graphite Packing, Fiber Gaskets, Cadmium Coated Ferrous Hardware, Standard Crating, MADE IN THE USA.<br/>MFR: KRAISSL<br/>Part number 72-48F.</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS FOR DETAILS.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p> | 4        | Each |            |        |
|      | <p>SEAWATER STRAINER<br/>2.5" 150#ANSI FLG, B-61 Bronze Simplex Strainer, Quick Open Cover, Monel 400 Strainers Basket with 1/32" Perforations, Cadmium Coated Ferrous Hardware, MADE IN THE USA.<br/>MFR: KRAISSL</p>  |          |      |            |        |

|      |   |   |      |  |  |
|------|---|---|------|--|--|
| 0004 | Part number 72-16FL<br><br>PLEASE SEE ATTACHED SPECIFICATIONS FOR DETAILS.<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 2 | Each |  |  |
| 0005 | FREIGHT<br><br>Pricing Arrangement: Firm Fixed Price  | 1 | Job  |  |  |

# Continuation of Description

## 1. INTRODUCTION

1.1 Commander, Fleet Activities Yokosuka (CFAY) is the largest Naval installation outside of the U.S. and its territories, providing 24/7 mooring services. CFAY is committed to offering world-class service, even on short notice, and coordinating berthing arrangements tailored to maintenance and operational needs. The 7th Fleet facilitates rapid response to both natural and manmade crises in the region while ensuring security and stability.

1.2 In compliance with OPNAVINST 5090.4B Chapter 4, CFAY prioritizes the elimination or minimization of pollutants by incorporating measures into the early stages of planning, design, and procurement processes for facilities, ships, and equipment. CFAY operates and maintains four yard tugboats. These tugboats are essential for harbor operations, and any degradation in their performance would significantly impact mission readiness.

## 2. DESCRIPTION OF REQUIREMENT

To procure replacement of (6) duplex strainers and (1) simplex strainer with the following specifications:

2.1 Qty: (1) 1.5" 150#ANSI FLG, B-61 Bronze Duplex Strainer w/Bronze Plug Assembly, Quick Open Covers, Monel 400 Strainers Baskets with 1/32" Perforations, Bronze Plug Assembly, Graphite Packing, Fiber Gaskets, Cadmium Coated Ferrous Hardware, Standard Crating, MADE IN THE USA. Part number 72-38F.

2.2 Qty: (1) 2" 150#ANSI FLG, B-61 Bronze Duplex Strainer w/Bronze Plug Assembly, Quick Open Covers, Monel 400 Strainers Baskets with 1/32" Perforations, Bronze Plug Assembly, Graphite Packing, Fiber Gaskets, Cadmium Coated Ferrous Hardware, Standard Crating, MADE IN THE USA. Part number 72-40F.

2.3 Qty: (4) 4" 150#ANSI FLG, (Bolt PatterNB-61 Bronze Duplex Strainer w/Bronze Plug Assembly, Quick Open Covers, Monel 400 Strainers Baskets with 1/32" Perforations, Bronze Plug Assembly, Graphite Packing, Fiber Gaskets, Cadmium Coated Ferrous Hardware, Standard Crating, MADE IN THE USA. Part number 72-48F.

2.4 Qty: (2) 2.5" 150#ANSI FLG, B-61 Bronze Simplex Strainer, Quick Open Cover, Monel 400 Strainers Basket with 1/32" Perforations, Cadmium Coated Ferrous Hardware, MADE IN THE USA. Part number 72-16FL.

## 3. DELIVERY REQUIREMENTS

3.1 Delivery Location:

COMFLEACT YOKOSUKA

PORT OPERATIONS BLDG#5203

PSC 473 BOX 1

FPO AP 96349-0030

OR

Commercial:

US NAVAL BASE YOKOSUKA

CFAY PORT OPERATIONS BLDG#5203

1 BANCHI TOMARI-CHO

YOKOSUKA, JAPAN 238-0001

3.2 Delivery by 21 NOV 2026

## 4. INSPECTION AND ACCEPTANCE

The Service Craft, as the designated subject matter expert (SME) or its authorized representative, shall conduct a thorough inspection of all delivered KRAISSL strainers, to ensure full compliance with the contract specifications. The inspection process shall include, but is not limited to, the following:

- Physical Inspection: Each strainer shall be examined in detail to identify any defects or damage.

- Model and Serial Verification: Verification that the model and serial numbers correspond accurately with the delivery documentation.
- Documentation Review: A comprehensive review of all documentation provided to confirm authenticity and adherence to Control Factors manufacturing standards.

5. TECHNICAL POINT OF CONTACT:

Will be provided upon award

**Requirements**  
**SEAWATER STRAINERS**

## Continuation of Packaging and Marking

## Continuation of Inspection and Acceptance

### Overall Contract Inspection/Acceptance Locations

|      |  |
|------|--|
| 0001 | <p>Inspection and Acceptance Location</p> <p>Both<br/>Destination<br/>Instructions: INSPECTION/ACCEPTANCE/SHIPPING LOCATION</p> <p>DoDAAC: N61054<br/>CountryCode: USA</p> <p>COMMANDER FLEET ACT YOKOSUKA<br/>PSC 473 BOX 1, FPO AP 96349-1100<br/>FPO, AP 96349-1100<br/>UNITED STATES</p> <p>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br/>Telephone: WILL BE PROVIDED UPON AWARD</p> |
| 0002 | <p>Inspection and Acceptance Location</p> <p>Both<br/>Destination<br/>Instructions: INSPECTION/ACCEPTANCE/SHIPPING LOCATION</p> <p>DoDAAC: N61054<br/>CountryCode: USA</p> <p>COMMANDER FLEET ACT YOKOSUKA<br/>PSC 473 BOX 1, FPO AP 96349-1100<br/>FPO, AP 96349-1100<br/>UNITED STATES</p> <p>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br/>Telephone: WILL BE PROVIDED UPON AWARD</p> |
| 0003 | <p>Inspection and Acceptance Location</p> <p>Both<br/>Destination<br/>Instructions: INSPECTION/ACCEPTANCE/SHIPPING LOCATION</p> <p>DoDAAC: N61054<br/>CountryCode: USA</p> <p>COMMANDER FLEET ACT YOKOSUKA<br/>PSC 473 BOX 1, FPO AP 96349-1100<br/>FPO, AP 96349-1100<br/>UNITED STATES</p> <p>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br/>Telephone: WILL BE PROVIDED UPON AWARD</p> |
| 0004 | <p>Inspection and Acceptance Location</p> <p>Both<br/>Destination<br/>Instructions: INSPECTION/ACCEPTANCE/SHIPPING LOCATION</p> <p>DoDAAC: N61054<br/>CountryCode: USA</p>   |

|      |  |
|------|--|
|      | <p>COMMANDER FLEET ACT YOKOSUKA<br/>PSC 473 BOX 1, FPO AP 96349-1100<br/>FPO, AP 96349-1100<br/>UNITED STATES</p> <p>WILL BE PROVIDED UPON AWARD. ACTIVITY POC<br/>Telephone: WILL BE PROVIDED UPON AWARD</p>  |
| 0005 | <p>Inspection and Acceptance Location</p> <p>Both<br/>Destination<br/>Instructions: INSPECTION/ACCEPTANCE/SHIPPING LOCATION</p> <p>DoDAAC: N61054<br/>CountryCode: USA</p> <p>COMMANDER FLEET ACT YOKOSUKA<br/>PSC 473 BOX 1, FPO AP 96349-1100<br/>FPO, AP 96349-1100<br/>UNITED STATES</p> <p>WILL BE PROVIDED UPON AWARD. ACTIVITY POC<br/>Telephone: WILL BE PROVIDED UPON AWARD</p> |

## Continuation of Deliveries or Performance

| Line Item | Delivery Schedule                                     | Quantity | Address and POC  | Special Handling/Notes                   |
|-----------|---|----------|--|--|
| 0001      | Delivery On Or Before<br>Delivery Date 21<br>Nov 2026 | 1 Each   | Ship To<br>DoDAAC: N61054<br>CountryCode: JPN<br>DEFENSE DISTRIB CT YOKOSUKA JAP<br>POR OPERATIONS BLDG 5203, PSC 473 BOX 1, 1<br>BANCHI TOMARI CHO US NAVAL BASE<br>YOKOSUKA 238-0001<br>JAPAN<br><br>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br>Telephone: WILL BE PROVIDED UPON AWARD | FoB Details<br>Contractor<br>Destination |
| 0002      | Delivery On Or Before<br>Delivery Date 21<br>Nov 2026 | 1 Each   | Ship To<br>DoDAAC: N61054<br>CountryCode: JPN<br>DEFENSE DISTRIB CT YOKOSUKA JAP<br>POR OPERATIONS BLDG 5203, PSC 473 BOX 1, 1<br>BANCHI TOMARI CHO US NAVAL BASE<br>YOKOSUKA 238-0001<br>JAPAN<br><br>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br>Telephone: WILL BE PROVIDED UPON AWARD | FoB Details<br>Contractor<br>Destination |
| 0003      | Delivery On Or Before<br>Delivery Date 21<br>Nov 2026 | 4 Each   | Ship To<br>DoDAAC: N61054<br>CountryCode: JPN<br>DEFENSE DISTRIB CT YOKOSUKA JAP<br>POR OPERATIONS BLDG 5203, PSC 473 BOX 1, 1<br>BANCHI TOMARI CHO US NAVAL BASE<br>YOKOSUKA 238-0001<br>JAPAN<br><br>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br>Telephone: WILL BE PROVIDED UPON AWARD | FoB Details<br>Contractor<br>Destination |
| 0004      | Delivery On Or Before<br>Delivery Date 21<br>Nov 2026 | 2 Each   | Ship To<br>DoDAAC: N61054<br>CountryCode: JPN<br>DEFENSE DISTRIB CT YOKOSUKA JAP<br>POR OPERATIONS BLDG 5203, PSC 473 BOX 1, 1<br>BANCHI TOMARI CHO US NAVAL BASE<br>YOKOSUKA 238-0001<br>JAPAN<br><br>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br>Telephone: WILL BE PROVIDED UPON AWARD | FoB Details<br>Contractor<br>Destination |
|           | Delivery On Or Before<br>Delivery Date 21             | 1 Job    | Ship To<br>DoDAAC: N61054<br>CountryCode: JPN  | FoB Details<br>Contractor                |

|      |          |  |   |             |
|------|----------|--|---|-------------|
| 0005 | Nov 2026 |  | DEFENSE DISTRIB CT YOKOSUKA JAP<br>POR OPERATIONS BLDG 5203, PSC 473 BOX 1, 1<br>BANCHI TOMARI CHO US NAVAL BASE<br>YOKOSUKA 238-0001<br>JAPAN<br><br>WILL BE PROVIDED UPON AWARD, ACTIVITY POC<br>Telephone: WILL BE PROVIDED UPON AWARD | Destination |
|------|----------|--|---|-------------|

## **Continuation of Accounting and Appropriation Data**

# Contract Clauses

## 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       |                      |                          |
| 52.212-4  | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026       |                      |                          |
| 52.219-6  | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)                         | Feb 2026       |                      |                          |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)            | Mar 2026       |                      |                          |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)                  | Feb 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       |                      |                          |
| 52.232-29 | Terms for Financing of Purchases of Commercial Products and Commercial Services.         | Nov 2021       |                      |                          |

## 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       |                      |                          |
| 252.223-7008 | 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       |                      |                          |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports.                | Dec 2018       |                      |                          |
| 252.232-7010 | Levies on Contract Payments.  | Dec 2006       |                      |                          |
| 252.247-7023 | Transportation of Supplies by Sea.  | Oct 2024       |                      |                          |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders.                      | Oct 2024       |                      |                          |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services.                    | Nov 2023       |                      |                          |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors.                               | Jan 2023       |                      |                          |
| 252.232-7011 | Payments in Support of Emergencies and Contingency Operations.                  | May 2013       |                      |                          |

## FAR Clauses Incorporated by Full Text

**52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)**

**LIMITATIONS ON SUBCONTRACTING (FEB 2026) (DEVIATION 2026-O0038)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-
  - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
  - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) *Applicability*. This clause applies only to-
  - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
  - (4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
  - (5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

## DFARS Clauses Incorporated by Full Text

### 252.211-7003 Item Unique Identification and Valuation.

(Jan 2023)

#### ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

|      |      |
|------|------|
| ==== | ==== |
| ==== | ==== |
| ==== | ==== |

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

|      |      |
|------|------|
| ==== | ==== |
| ==== | ==== |
| ==== | ==== |

*(If items are identified in the Schedule, insert "See Schedule in this table.")*

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number \_\_\_\_\_.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_\_.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall-

(A) Determine whether to-

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- part.
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
  - (2) Unique item identifier of the embedded subassembly, component, or part.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
  - (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
  - (6) Original part number (if there is serialization within the original part number).\*\*
  - (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
  - (8) Current part number (optional and only if not the same as the original part number).\*\*
  - (9) Current part number effective date (optional and only if current part number is used).\*\*
  - (10) Serial number (if concatenated unique item identifier is used).\*\*
  - (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) \_\_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

## **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.

COMBO

(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

- (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\*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | ==                                |
| Issue By DoDAAC           | <u>N00406</u>                     |
| Admin DoDAAC              | <u>N00406</u>                     |
| 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.

====

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

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

(End of clause)

# Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

## Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

### Addendum to Contract Clauses

#### Contract Clauses

##### FAR Clauses Incorporated by Reference

| Number    | Title  | Effective Date | Alternate/ Deviation | Variation Effective Date |
|-----------|--|----------------|----------------------|--------------------------|
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-00038)   | Feb 2026       |                      |                          |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-00038) | Feb 2026       |                      |                          |
| 52.222-3  | Convict Labor. (Deviation 2026-00038)  | Feb 2026       |                      |                          |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-00038)   | Feb 2026       |                      |                          |
| 52.244-6  | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-00038)   | Apr 2026       |                      |                          |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-00038)   | Apr 2026       |                      |                          |

##### DFARS Clauses Incorporated by Reference

| Number       | Title  | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|--|----------------|----------------------|--------------------------|
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022       |                      |                          |

##### Additional Regulation or Supplemental Clauses Incorporated by Full Text

**N00406 ABILITY ONE (Feb 2025)**

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

NAVSUP Fleet Logistics Center (FLC) Puget Sound (PS) may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information. By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP FLC PS contract.

# List of Contract Documents, Exhibits, or Attachments

## Solicitation Provisions

### FAR Clauses Incorporated by Reference

| Number   | Title  | Effective Date | Alternate/ Deviation | Variation Effective Date |
|----------|--|----------------|----------------------|--------------------------|
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-00038) | 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       |                      |                          |
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System.                                     | Mar 2023       |                      |                          |
| 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       |                      |                          |

# Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

## Evaluation - Commercial Products and Commercial Services

### Addendum to Evaluation - Commercial Product and Commercial Services

### Offeror Representations and Certifications - Commercial Products and Commercial Services

### Addendum to Solicitation Provisions

#### 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       |                     |                          |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038)  | Feb 2026       |                     |                          |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)                                 | Feb 2026       |                     |                          |
| 52.223-4  | Recovered Material Certification.   | May 2008       |                     |                          |

#### FAR Clauses Incorporated by Full Text

**52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products. (Feb 2021)**

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)

(a) *Definition.*

*Forced or indentured child labor* means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| ==                 | ==                         |
| ==                 | ==                         |

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1)  The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2)  The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)