SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N0040626Q0274	24 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Brian Devine	3608248180	01 Jul 2026 01:00 PM

9. ISSUED BY CODE N00406

NAVSUP FLT LOG CTR PUGET SOUND
PUGET SOUND (FISCPS), 467 W STREET
BREMERTON, WA 98314-5100
UNITED STATES
Brian Devine, Email: brian.e.devine2.civ@us.navy.mil Telephone: 3608248180

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 332911
SIZE STANDARD:

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

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

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

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Section A - Solicitation/Contract Form

Valve Body (Marotta Controls Inc, Part # 178654-0011)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

FLCPS SRF 001 FLCPS_SRF_NOTICE_TO_OFFERORS (Aug 2025)

This Solicitation is a SOLE SOURCE REQUIREMENT for OEM MAROTTA CONTROLS INC, VALVE BODY (Part No. 178654-0011).

1. NOTICE TO ALL OFFERORS: The Government anticipates awarding a firm, fixed price contract in accordance with RFO Part 12 in response to quotes/proposals received in response to this solicitation. 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/proposals.

2. See block 8 on page 1 of the solicitation for the closing date and time.

3. The deadline for submission of questions regarding the solicitation's terms, conditions, specifications, and/or the statement of work (SOW) is 1 day prior to the solicitation's closing date. Submit via email, to the Contracting Official 2 days prior to solicitation closing date:

Name: Brian Devine Jr
Email: brian.e.devine2.civ@us.navy.mil

4. **SOLE SOURCE-** The Government will evaluate the offeror's price for reasonableness and past performance as part of the responsibility determination.

5. "EXCEPTIONS: All quoters MUST note all exceptions from the solicitation's terms, conditions, specifications, and/or the statement of work / performance work statement, if any. 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."

6. 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.

7. Submission of invoices will be via WAWF; see Clause 252.232-7006.

PLEASE PROVIDE:

YOUR NAME:
YOUR SAM REGISTERED CAGE CODE NUMBER:
YOUR E-MAIL ADDRESS:
YOUR PHONE NUMBER:
LIST YOUR COMPANY SIZE: LARGE OR SMALL

YOUR COMPANY MUST BE REGISTERED WITH **SAM** SYSTEM AWARD FOR MANAGEMENT IN ORDER TO RECEIVE A GOVERNMENT AWARD

THIS IS ALWAYS A FREE SITE TO REGISTER; SEE FOLLOWING LINK: HTTPS://WWW.SAM.GOV

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	VALVE BODY (OEM: Marotta Controls, Part No: 178654-0011) Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

Requirements
Valve Body (Marotta Controls, Part No: 178654-0011, MATL: CRES 300 Series)
Use for pressure reducing valve assembly of pneumatic pressure regulating manifold.

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

FLCPS SRF 007 FLCPS_SRF_DELIVERY (Aug 2025)

PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)

(a) Preservation, packaging, and packing shall be in accordance with ASTM-D-3951 (most current edition), "Standard for Commercial Packing." The unit pack quantity that applies to items under this contract is "Industry Standard".

(b) Prohibited Packing Materials. The use of asbestos, excelsior, loose fill polystyrene, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited.

(c) Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Refer to https://www.aphis.usda.gov/aphis/ourfocus/planthealth/import-information/wood-packaging-material for wood packing policy, enforcement regulations and accredited agencies. Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.

(d) Manufactured wood, such as particleboard and plywood, are exempt from this requirement.

(e) Packing must be sufficient to ensure safe delivery to the final destination without the need for additional repackaging or repair.

(f) All materials shall be packed to withstand multiple modes of transport (truck, rail, sea, or air) and handling by forklifts or cranes.

(g) Heavy items must be crated or skid-mounted to distribute weight evenly and ensure lifting point are accessible and marked.

(h) Packages must be stable, not exceed safe stacking limits, and be secured against movement in transit.

MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)

(i) Marking shall be in accordance with ASTM-D-3951 (most current edition) and with the information set forth in paragraph (ii) below. Unless specified elsewhere in this contract/order, bar coding is not required.

(ii) All unit and exterior containers/packs shall, as a minimum, be marked as follows:

1. National stock number (NSN), when available, or
Federal stock number (FSN), when NSN is not available, or
part number when neither NSN or FSN are available.
2. Noun nomenclature cited on contract or order.
3. Quantity and unit of issue.
4. Contract, or order number.
5. From:_____
(Contractor's Name)
_____
(Address)
6. To: (See delivery address on page 3-4 or in Section F)

(iii) Markings may be applied by any means which provide legibility.

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.

INSPECTION AND ACCEPTANCE (DESTINATION)
Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

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.

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN Information provided at time of award, Information provided at time of award Email: Information provided at time of award Telephone: Information provided at time of award

Section F - Deliveries or Performance

Overall Contract Delivery Period

Government
Origin (Shipping Point)

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery On Or Before Delivery Date 03 Aug 2026	1 Each	Ship To DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN Information given at time of award, Information given at time of award Email: Information given at time of award Telephone: Information given at time of award	FoB Details Government Origin (Shipping Point)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

FLCPS SRF 006 FLCPS_SRF_SHIPPING (Aug 2025)

FOB ORIGIN:

I. INTRODUCTION

For this FOB Origin procurement, the Government will arrange for transportation and pay all associated transportation costs through the NAVSUP WSS Shipment Processing (SP) office (aka NAVSUP GLS, NAVSUP LOC or NOLSC). NAVSUP WSS will process shipments of materials from within the United States to CONUS (Continental United States)/OCONUS (Outside Continental United States) consignees with delivery terms Free On-Board (FOB) Origin.

Contractors/vendors shall complete the Naval Supply Systems Command automated Ready-to-Ship (RTS) web form by accessing the link provided below in Section II. By completing the form on line, the NAVSUP WSS at Norfolk, VA will receive an email of the shipment request immediately and will act on it as soon as possible during their normal working hours of 7:30 AM to 6:00 PM Eastern Time Monday through Friday. In response, NAVSUP WSS will provide MANDATORY USE shipping labels to the contractor/vendor. The contractor/vendor will arrange for shipment with the NAVSUP WSS designated carrier IMMEDIATELY upon receipt of the shipping labels. If the NAVSUP WSS provided shipping labels are not used, the contractor/vendor will experience delays and additional work to reconcile the transportation payment under the NAVSUP WSS tracking number and possible additional costs not covered under the contract or NAVSUP WSS Transportation. If the contractor/vendor turns an ordered vehicle away and a vehicle furnished not used charge is incurred the contractor/vendor is responsible for payment. If the contractor/vendor detains the vehicle and incurs a detention charge the contractor/vendor is responsible for payment. International small parcel shipment documents are invalid after five business days. If the vendor incurs any extra costs with the carrier outside of the CBL/GBL it is the vendors responsibility for payment. NAVSUP WSS does not accept hazardous or explosive shipments.

CONTRACTORS/VENDORS ARE NOT AUTHORIZED TO ARRANGE FOR TRANSPORTATION OR PAY TRANSPORTATION COSTS FOR SHIPMENT OF FOB ORIGIN PROCUREMENT.

II. PROCEDURES FOR CONTRACTORS TO REQUEST READY-TO-SHIP (RTS) NOTICES

When the cargo is ready for shipment, the contractor/vendor will submit their shipping request to NAVSUP WSS using the following procedures: Click on the link at https://mynavsup-public.nag.navy.mil/public/ops$mailer.ready_to_ship_form to open the NAVSUP WSS RTS Web Form. The contractor/vendor is required to fill in all data fields marked with a red asterisk under the headings "Vendor Information" and "Package Information." The fields not marked with a red asterisk and the heading "Additional Notes" are optional fields to be filled in at the contractor's/vendor's discretion. Click on the blue question mark at the right of each data field to access "On-line Data Element Help" which explains the data required in that field. If shipping labels are being requested for multiple packages, enter the data for the first package under "Package Information" then click the "Store Pkg Info" button. Repeat this procedure for each package. When all data has been entered on the electronic form, click the "Submit" button.
Container Shipments: containers take longer to book and arrange for loading. If you can provide reliable dimensions and weight estimates for the cargo, send the initial shipping request THREE WEEKS before your requested container load date.

If you have any questions regarding the web form, contact NAVSUP WSS Transportation directly at (757) 443-5449 or usn.norfolk.navsupwssnorf.

mbx.navsup-nfmgt1@us.navy.mil
NOTE: Incomplete or missing information will significantly delay the process of arranging transportation.

III. CONTRACTING OFFICER SHALL PROVIDE THE FOLLOWING INFORMATION:
***Information provided at time of Award.**

Contract Number: _____
Transportation Control Number (TCN): _____
Transportation Priority (TP): _____
Required Delivery Date (RDD): _____
Transportation Account Code (TAC): _____
Destination DODAAC: _____

IV. NAVSUP WSS CONTACT INFORMATION

NOTE: The preferred method of contact is through email. Phone numbers are provided only for emergencies.
For Assistance
Email (preferred): navsup_nfmgt.fct@navy.mil
Fax: (757) 443-5517
Phone: (757) 443-5449
Business Hours: M-F 7:00 AM to 3:30 PM ET.

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

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

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

____

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

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

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

(g) *WAWF point of contact.*

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

____

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

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

(End of clause)

Section H - Special Contract Requirements

Section I - 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		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-19	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		
52.222-50	Combating Trafficking in Persons. (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		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Jan 2026
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

FLCPS_C200 Class Deviation 2026-O0051 - Implementation of Vendor Threat Mitigation (11Jun2026) (Jun 2026)

252.225-7962 Threat Mitigation Support to Operations. (DEVIATION 2026-O0051)

VENDOR THREAT MITIGATION SUPPORT TO OPERATIONS (JUN 2026) (DEVIATION 2026-O0051)

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

"Covered activities" means activities in which a covered person or entity is--

(1) Engaging in acts of violence against personnel of the United States or its partners and allies;

(2) Providing financing, logistics, training, or intelligence to a person or entity engaging in acts of violence against personnel of the United States or its partners and allies;

(3) Engaging in foreign intelligence activities against the United States or its partners and allies;

(4) Engaging in transnational organized crime or criminal activities; or

(5) Engaging in other activities that present a direct or indirect risk to United States or partner and allied missions and forces.

"Covered contract" means a contract that is performed outside the United States, including its outlying areas.

"Covered person or entity" means any person, corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity outside of the United States or any foreign reporting company in accordance with 31 U.S.C. 5336(a)(11)(A)(ii) that is responding to a covered solicitation or performing work on a covered contract.

"Covered procurement action" means an action taken by a head of contracting activity to--

(1) Exclude a person or commercial entity from an award with or without an existing contract;

(2) Terminate a contract for default or cause; or

(3) Void, in whole or in part, a contract.

(b) *Authority*. This clause implements section 841 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 (Pub. L. 113-291) and section 823 of the NDAA for FY 2024 (Pub. L. 118-31). Sections 841 and 823 provide the Government the authority to mitigate and prevent covered activities by taking covered procurement actions.

(c) *Compliance*.

(1) The Contractor and its personnel must be familiar with and comply with--

(i) Vendor Threat Mitigation (VTM) policies, including but not limited to the Department of Defense Directive 3000.16, Vendor Threat Mitigation; and

(ii) The VTM program established by the respective combatant command, including the orders, directives, and instructions issued by the Combatant Commander relating to VTM support to operations.

(2) The Contractor and its personnel must not engage in covered activities.

(3) The Contractor must exercise due diligence to mitigate covered activities from occurring under this contract and all subcontracts. Due diligence includes but is not limited to--

(i) Checking the list of prohibited or restricted sources in the System for Award Management (SAM) at *www.sam.gov* prior to subcontract award and at least monthly thereafter to ensure subcontractor eligibility;

(ii) Terminating or voiding, in whole or in part, any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the NDAA for FY 2015 and section 823 of the NDAA for FY 2024, unless the Contracting Officer provides to the Contractor written approval to continue the subcontract; and

(iii) Leveraging all available resources and tools to mitigate engagement in covered activities.

(4) The Contractor must notify the Contracting Officer immediately upon a finding of covered activities taking place under this contract.

(d) *Subcontracts*. The Contractor must include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, that will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7975 Additional Access to Contractor and Subcontractor Records. (DEVIATION 2026-O0051)

ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (JUN 2026) (DEVIATION 2026-O0051)

(a) *Authority*. As authorized by sections 841 and 842 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 and section 823 of the NDAA for FY 2024, and in addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to support the Vendor Threat Mitigation Programs established by combatant commanders.

(b) *Subcontracts.* The Contractor must include the substance of this clause, including this paragraph (b), in subcontracts, including subcontracts for commercial products and commercial services, that will be performed outside the United States and its outlying areas.

(End of clause)

Section J - List of Attachments

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

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

(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 Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

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

Section M - Evaluation Factors for Award