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
			N0040626Q0326	10 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Stacia DeBriae	360-476-7174	17 Jul 2026 12:00 PM

9. ISSUED BY CODE N00406

NAVSUP FLT LOG CTR PUGET SOUND
PUGET SOUND (FISCPS), 467 W STREET
BREMERTON, WA 98314-5100
UNITED STATES
Stacia DeBriae, Email: stacia.l.debriae.civ@us.navy.mil Telephone: 360-476-7174

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 339999

SIZE STANDARD: 550

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] 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
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Section G - Contract Administration Data

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

Section A - Solicitation/Contract Form

VALVE, STOP-CHECK

Additional Regulation or Supplemental Clauses Incorporated by Full Text

FLCPS SRF 003 FLCPS_SRF_AWARD_INFO_SUPPLY_NET_15 (Aug 2025)

AWARD INFORMATION

1. CLINs 0001 is awarded for the total amount as reflect on Page 1, Block 26.

2. Contract Type - This is a Firm Fixed Price Supply type contract.

3. Delivery is FOB Origin and in accordance with Section F of this purchase order.

4. CONTRACTOR POINT OF CONTACT (POC)

Name:
Phone:
E-Mail:

5. The NAVSUP FLC Puget Sound POC for contract administration is:

Name: STACI DEBRIAE
E-Mail: STACIA.L.DEBRIAE.CIV@US.NAVY.MIL

6. A Copy of the contract, pg 1 through all line items, MUST be inside the shipping container

7. THIS IS A NET 15 PURCHASE ORDER - For prompt payment see FAR 52.232-90 & 252.232-7006

INVOICES - The contractor shall utilize electronic invoicing upon delivery of the required supplies/service. See contract clause entitled "DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions" in Section G for instructions on submitting invoices electronically through Wide Area Work Flow - Receipt and Acceptance.

*****PLEASE ATTACH TRACKING INFORMATION*****

****PLEASE NOTE: FASTPAY 15 DAYS BEGINS WHEN A VALID INVOICE IS SUBMITTED AND ACCEPTED BY DFAS, AND THE MATERIAL IS RECEIVED BY THE END USER WITH A RECEIVING REPORT.****

FLCPS SRF 001 FLCPS_SRF_NOTICE_TO_OFFERORS (Aug 2025)

This Solicitation is a BRAND NAME REQUIREMENT for OEM KIDDLE-FENWALL INC - VALVE, STOP-CHECK

1. NOTICE TO ALL OFFERORS: The Government anticipates awarding a firm, fixed price contract in accordance with RFO Part 12in 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, is 3 days prior to the solicitation's closing date. Submit via email, to the Contracting Official 3 days prior to solicitation closing date: **7.17.26**

Name: STACI DEBRIAE
Email: stacia.l.debriae.civ@us.navy.mil

4. **FOR COMPETITIVE REQUIREMENTS -**

In accordance with RFO 12.203, the Government will select the most advantageous offer based on the following evaluation factors: technical including delivery date, price, and past performance in no order of relative importance.

5. 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.

6. BRAND NAME STATEMENT: This acquisition will be negotiated on a BRAND NAME basis with Original Equipment Manufacturer (OEM) **OEM KIDDLE-FENWALL INC** or AUTHORIZED DISTRIBUTORS per FAR 11. Interested AUTHORIZED DISTRIBUTORS may identify their interest and capability to respond to the requirement or submit proposals prior to offer due date. AUTHORIZED DISTRIBUTOR letter or documentation from the OEM is required to be submitted with quotes.

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	STOP CHECK VALVE FOR HALON 1301 SYSTEM, SIZE: 1-1/2", FIGURE 7-15A OF TM: S9555-AT-MMA-010, DRAWING NUMBER: 486670 BRAND NAME TO KIDDDLE-FENWAL INC 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. Manufacturer's Part Number: 486670 FULL P/N WK-486670-000 Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

Requirements
VALVE, STOP-CHECK

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.

FOR metal plates and bars, include:
IP083: Packaging, Marking, and Shipping of Metal Plating, Sheets, and other Metal Products

Metal plates, strips, sheets, bars, rods, angle stock, tubes, and pipe are to be packed for shipment as follows:
Plate, sheet, and strip must be packed in snug-fitting boxes reinforced with steel straps or in metal packs. Snug-fitting boxes are defined as fully enclosed rigid container having length, width, and depth.
Bar, rod, angle stock, pipe, and tube shall be packed in snug-fitting crates with solid wood ends or in boxes for protection. Snug-fitting crates are defined as a container of an open-frame construction.
Single pieces or bundles of steel stock must have a snug-fitting wood cap secured over each end.
Per DOD 4500.9-R, Defense Transportation Regulation (DTR), Part II, C, blocking and bracing is used to secure material in a container, on a skid, or in a conveyance (e.g., truck or railcar). Blocking is the use of cut pieces of dimensional lumber, typically fastened to the top deck of the structure or inside the container. Blocking is the used to provide a railing around the edge of the product to block the product in place to prevent shifting from side to side or front-to-back during transit. Bracing prevents the lateral movement of the product within the container. Braces are secured to the interior walls and at times to the inside top of the container. Per MIL-STD-2073 (latest version), unpreserved item(s) shall be protected from physcial damage and mechanical malfunction. Cushioning materials, dunnage, blocking and bracing shall be applied as required to protect the item(s) and the enclosing media and restrict the movement of the item within the container. Per MIL-STD-147 (latest version), provides guidance on unitization and banding of unit loads, i.e. container consolidation, placement on pallet or load base, securly binding materials together.

NOTE: Vendors are responsible for ensuring all cargo tendered to an Air Mobility Command (AMC) is packed, marked, labeled, and documented in accordance with the DTR 4500.9-R, Part II. It's extremely important to follow DTR and AMC process. If the sheet metal is not properly unitized and secured, the AMC can reject the shipment and the vendor will be responsible for all additional charges incurred. A Supply Discrepancy Report (SDR) against the vendor for non-compliant unitization may be submitted. Submitted SDRs will generate a report in the Supplier Performance Risk System (SPRS) impacting the vendor's future acquisitions. NFM may request a picture of the material packaged to ensure compliance prior to issuing labels.

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: IAW INSPECT/ACCEPT AT DESTINATION DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN GOVERNMENT REPRESENTATIVE, RECEIVING Telephone: N62758

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 31 Jul 2026	1 Each	Ship To DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN GOVERNMENT REPRESENTATIVE, GOVERNMENT RECEIVING Telephone: 8093501436	FoB Details Government Origin (Shipping Point)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

FLCPS SRF 006 FLCPS_SRF_SHIPPING (Aug 2025)

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)

As prescribed in 232.7004(b), use the following clause:

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

(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.

FY26 PAY OFFICE DODAAC & ROUTING TABLE

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0907
Issued By DoDAAC	N00406
Admin DoDAAC	N00406
Inspect By DoDAAC	N62758
Ship To Code	N62758
Ship From Code	N/A
Mark for Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62758
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62758
DCAA Auditor DoDAAC	N/A

Other DoDAAC(s)	N/A

(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.

Miyuki.hiwatari.ln@us.navy.mil

Kayo.oobayashi.ln@us.navy.mil

SRF-JRMCWAWF@SRF.navy.mil

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

(End of clause)

(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		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	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		
52.232-90	Fast Payment Procedure. (Deviation 2026-O0038)	Feb 2026		
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		

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		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010		
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		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

As prescribed in 211.274-5(a), use the following clause:

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.

"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 reparables and DoD serially managed nonreparables 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:

(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)

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.

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
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
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)

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

FAR Clauses Incorporated by Full Text

52.219-2 Equal Low Bids. (Deviation 2026-O0038) (Feb 2026)

EQUAL LOW BIDS (FEB 2026) (DEVIATION 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)