

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 15	
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE7M1-26-V-4911			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2026 JAN 16		4. REQUISITION/PURCH REQUEST NO. 7013273835		5. PRIORITY DO-C9		
6. ISSUED BY DLA LAND AND MARITIME MARITIME SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 USA Local Admin: Roger Waldron Tel: 614-693-0087 Email: DLA.Land.Postaward.FLS@dla.mil			CODE SPE7M1		7. ADMINISTERED BY (If other than 6) DLA LAND AND MARITIME MARITIME SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 USA Criticality: C Pre-Award Survey : None			CODE SPE7M1		8. DELIVERY FOB ☐ DESTINATION ☒ OTHER (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS TGC GROUP TEKNOLOJI LIMITED SIRKETI BESTEPE MAH 31 SK NO 2B IC KAPI NO 31 YENIMAHALLE TR- ANKARA			CODE TM850		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 100 DAYS ADO		11. X IF BUSINESS IS ☒ SMALL ☐ SMALL DISAD- VANTAGED ☐ WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 days							13. MAIL INVOICES TO THE ADDRESS IN BLOCK Submit Invoices IAW DFARS 252.232-7003				
14. SHIP TO SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE			CODE		15. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			CODE SL4701		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE ☒		Reference your Offer/Quote dated 2025 DEC 11, furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
☐				If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE BX: 97X4930 5CBX 001 2620 S33189											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		THE AWARD CLAUSES ARE APPLICABLE AS INDICATED IN THE DLA MASTER SOLICITATION FOR AUTOMATED SIMPLIFIED ACQUISITIONS REVISION 102 (SEPTEMBER 29, 2025) WHICH CAN BE FOUND ON THE WEB AT https://www.dla.mil/Portals/104/Documents/J7Acquisition/MasterSolicitation4ASAcqRev-102_September_29_2025.pdf This is a Rated Order/Contract under DPAS (15 CFR 700). See Block 5				494					
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA Jasmin Mitchell Jasmin.Mitchell@dla.mil 2026 JAN 16				<i>Jasmin Mitchell</i> CONTRACTING/ORDERING OFFICER		25. TOTAL \$484.12	
27a. QUANTITY IN COLUMN 20 HAS BEEN ☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										26. DIFFERENCES	
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			☐ PARTIAL ☐ FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						☐ COMPLETE ☐ PARTIAL ☐ FINAL		31. PAYMENT		34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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This is a First Destination Transportation (FDT) program award. If this award is for FMS, these instructions do not apply. 1. CONUS AWARDEES SHIPPING TO ALL LOCATIONS: Transportation requirements for FDT awards are located in Procurement Note C15 - First Destination Transportation (FDT) Program, Government Arranged Transportation for Automated Awards and Procurement Note C20 - Vendor Shipment Module (VSM) 2. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT DESTINATION: Transportation requirements are located in Procurement Note C15 - First Destination Transportation (FDT) Program, Government Arranged Transportation for Automated Awards, Procurement Note C17 - FDT Program Shipments Originating from Outside the Contiguous United States and Procurement Note C20 - Vendor Shipment Module (VSM). The contiguous United States location identified in the awardee's offer is the FOB Origin pick-up point. 3. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT ORIGIN: Government arranged transportation utilizing DCMA's Shipping Instruction Request (SIR) web-based system applies. See Procurement Note C21 - Shipping Instruction Request (SIR). NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM 339991Refer to the corresponding small business size standardhttp://www.sba.gov/content/table-small-business-size-standardsHowever, the small business size standard for a concern that submits an offer but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition is 1) an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award; or 2) uses the HUBZone price evaluation preference to award to a HUBZone concern, unless the concern waived the evaluation preference. [==]		
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SECTION B PR: 7013273835 SUPPLIES/SERVICES: 5330014497945 RETAINER, PACKING RETAINER, PACKING: RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT: http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS. RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED TO(>,<)> OR COME IN DIRECT CONTACT WITH(>,<)> ANY HARDWARE OR SUPPLIES FURNISHED UNDER THIS CONTRACT. EXCEPTION: FUNCTIONAL MERCURY USED IN BATTERIES, FLUORESCENT LIGHTS, REQUIRED INSTRUMENTS; SENSORS OR CONTROLS; WEAPON SYSTEMS; AND CHEMICAL ANALYSIS REAGENTS SPECIFIED BY NAVSEA. PORTABLE FLUORESCENT LAMPS AND PORTABLE INSTRUMENTS CONTAINING MERCURY SHALL BE SHOCK PROOF AND CONTAIN A SECOND BOUNDARY OF CONTAINMENT OF THE MERCURY OR MERCURY COMPOUND. (IAW NAVSEA 5100-003D). MIL-STD-130N, 16 Nov 2012 IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY "ITEMS SUPPLIED MUST BE FREE OF ASBESTOS. LISTED CODE AND PART NUMBERS CONTAINING ASBESTOS ARE NO LONGER ACCEPTABLE, AND ANY ALTERNATIVE ITEM/MATERIAL MUST BE APPROVED IN ACCORDANCE WITH CLAUSE L30 AND PROVISION 4 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS." SAMPLING: THE SAMPLING METHOD SHALL BE IN ACCORDANCE WITH MIL-STD-1916 OR ASQ H1331, TABLE 1 OR A COMPARABLE ZERO BASED SAMPLING PLAN UNLESS OTHERWISE SPECIFIED BY THE CONTRACT. IF THE APPLICABLE DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES CRITICAL, MAJOR AND/OR MINOR ATTRIBUTES, THEY SHALL BE ASSIGNED VERIFICATION LEVELS OF VII, IV AND II OR AQLS OF 0.1, 1.0 AND 4.0 RESPECTIVELY. UNSPECIFIED ATTRIBUTES SHALL BE CONSIDERED AS MAJOR UNLESS SAMPLING PLANS ARE SPECIFIED IN APPLICABLE DOCUMENTS. FOR MIL-STD-1916, THE MANUFACTURER MAY USE THE ATTRIBUTE OR VARIABLE INSPECTION METHOD AT THEIR OPTION OR PER THE CONTRACT. MIL-STD-105/ASQ Z1.4 MAY BE USED TO SET SAMPLE LOT SIZE, BUT ACCEPTANCE WOULD BE ZERO NON-CONFORMANCES IN THE SAMPLE LOT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT. THIS IS A PERFORMANCE REVIEW INSTITUTE (PRI) QML OR QPL ITEM. PRODUCT SUPPLIED TO THIS SPECIFICATION SHALL BE MANUFACTURED BY AN ACCREDITED MANUFACTURER (FOR COMPONENTS) AND/OR ASSEMBLED BY AN ACCREDITED MANUFACTURER OR ACCREDITED ASSEMBLING DISTRIBUTOR (FOR ASSEMBLIES) AS CONTINUED ON NEXT PAGE		

SECTION B

LISTED IN THE PRI QUALIFIED MANUFACTURER LIST (QML)OR QUALIFIED PRODUCTS LIST (QPL) FOR THIS STANDARD. THE QML OR QPL IS AVAILABLE AT WWW.EAUDITNET.COM .

THIS MATERIAL DOES NOT HAVE A SHELF LIFE REQUIREMENT

RD003, COVERED DEFENSE INFORMATION MAY APPLY

FEDERAL SUPPLY CLASSIFICATIONS 5330/5331 CONTAIN NATIONAL STOCK NUMBERS (NSN's) AND LOCAL STOCK NUMBERS (LSN's) THAT MAY DETERIORATE WHEN EXPOSED TO ULTRAVIOLET (UV) RAYS. THE CONTRACTUAL END ITEM SHALL BE PACKAGED AND SEALED IN A MEDIUM DUTY, WATERPROOF, GREASEPROOF, OPAQUE BAG IN ACCORDANCE WITH MIL-DTL-117, TYPE II, CLASS C, STYLE 1.

THIS REQUIREMENT APPLIES TO DIRECT VENDOR DELIVERY (DVD), FOREIGN MILITARY SALES (FMS) AND STOCK SHIPMENTS.

CRITICAL APPLICATION ITEM

IAW BASIC NON GOVT STD SAE AS8791D
REVISION NR D DTD 01/01/2020
PART PIECE NUMBER: M8791/1-218

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

https://www.dla.mil/Portals/104/Documents/DLMS/eApplications/LogDataAdmin/Unit_of_Issue_and_Purchase_Unit.xlsx

CLIN	PR	PRLI	UI	QUANTITY	UNIT PRICE	CURRENCY	TOTAL PRICE
0001	7013273835	0001	EA	494.000	0.98000	USD	484.12

NSN/MATERIAL:5330014497945

QTY VARIANCE: PLUS 00.00% MINUS 00.00%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E
QUP:001 PRES MTHD:33 CLNG/DRY:1 PRESV MAT:00
WRAP MAT:00 CUSH/DUNN MAT:ZZ CUSH/DUNN THKNESS:Z
UNIT CONT:BE OPI:M
INTRMDTE CONT:D3 INTRMDTE CONT QTY:AAA
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE:20 -20 Do not bend

PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

FEDERAL SUPPLY CLASSIFICATIONS 5330/5331 CONTAIN NATIONAL STOCK NUMBERS (NSN's) AND LOCAL STOCK NUMBERS (LSN's) THAT MAY DETERIORATE WHEN

SECTION B

CLIN: 0001 PR: 7013273835 PRLI: 0001 CONT'D

EXPOSED TO ULTRAVIOLET (UV) RAYS. THE CONTRACTUAL END ITEM SHALL BE PACKAGED AND SEALED IN A MEDIUM DUTY, WATERPROOF, GREASEPROOF, OPAQUE BAG IN ACCORDANCE WITH MIL-DTL-117, TYPE II, CLASS C, STYLE 1.

THIS REQUIREMENT APPLIES TO DIRECT VENDOR DELIVERY (DVD), FOREIGN MILITARY SALES (FMS) AND STOCK SHIPMENTS.

SPECIAL CUSHIONING CODES ZZ AND Z: ITEMS SHALL BE ARRANGED SNUGLY SIDE BY SIDE ON A RIGID CYLINDRICAL FIBERBOARD, PLASTIC, OR METAL CASE AND RETAINED AT THE ENDS BY SUITABLE PLASTIC RINGS.

IP025: PACKAGING, MARKING, AND SHIPPING OF HAZARDOUS MATERIALS

DELIVER FOB: ORIGIN DELIVER BY: 2026 APR 27

FOB PAYMENT METHOD: GOVERNMENT

PARCEL POST ADDRESS:

W25G1U

W1A8 DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2083 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

FOR TRANSPORTATION SEE DLAD DLAD PROC NOTE C19. FOR FIRST DESTINATION TRANSPORTATION SEE DLAD PROC NOTE C20 AND CONTRACT

FREIGHT SHIPPING ADDRESS:

W25G1U

W1A8 DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2083 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

SECTION F - DELIVERIES OR PERFORMANCE

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEPT 1989) (FAR)

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

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

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).
(End of clause)

SECTION I - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023) (DFARS)

As prescribed in 204.7304(e), use the following clause:

(a) *Definitions.*

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800 -171 that --

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800 -171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800 -171A, Assessing Security Requirements for Controlled Unclassified Information that --

(1) Consists of --

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800 -171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that --

(1) Consists of --

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800 -171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800 -171 DoD Assessment, as described in NIST SP 800 -171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800 -171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800 -171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract --

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800 -171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(e) *Rebuttals.* (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) *Accessibility.* (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800 -171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800 -171 security requirements, in accordance with DFARS clause 252.204 -7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800 -171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800 -171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800 -171 DoD Assessment Methodology, to webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(ii) For fixed price line items --

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

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

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration

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SECTION I - CONTRACT CLAUSES (CONTINUED)

office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) *WAWF point of contact.*

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

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

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

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

(End of clause)

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

252.239-7018 SUPPLY CHAIN RISK (DEC 2022) (DFARS)

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

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) (DFARS)

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

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

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

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in [33 CFR 2.24](#).

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in [46 U.S.C. 116](#).

(b) If the transportation of supplies by sea is anticipated under this contract, the Contractor shall --

(1) Notify the Contracting Officer and Maritime Administration (MARAD) at Cargo.Marad@dot.gov --

(i) Within 3 business days after contract award; or

(ii) Immediately prior to the shipment departure date necessary to meet delivery schedules, whichever is earlier; and

(2) Include in the notification --

(i) A statement of the Contractor's intent to transport supplies by sea;

(ii) The contract number; and

(iii) The task-order or delivery-order number, when applicable.

(c)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Other than commercial products; or

(B) Commercial products that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(d) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --

(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or

(2) U.S.-flag vessels are otherwise not available.

(e) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to the shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

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SECTION I - CONTRACT CLAUSES (CONTINUED) (2) Required shipping date(s) and required delivery date(s); (3) Special handling and discharge requirements; (4) Loading and discharge points; (5) Name of shipper and consignee; (6) Prime contract number; and (7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose. (f) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and MARAD at Cargo.Marad@dot.gov , Attention: Military Team, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information: (1) Prime contract number; (2) Name of vessel; (3) Vessel flag of registry; (4) Date of loading; (5) Port of loading; (6) Port of final discharge; (7) Description of commodity; (8) Gross weight in pounds and cubic feet if available; (9) Total ocean freight in U.S. dollars; and (10) Name of the carrier. (g) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief -- (1) No ocean transportation was used in the performance of this contract; (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract; (3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format: <table> <tr> <td>ITEM DESCRIPTION</td><td>CONTRACT LINE ITEMS</td><td>QUANTITY</td></tr> <tr> <td>TOTAL</td><td></td><td></td></tr> </table> (h) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use. (i) If the Contractor did not anticipate transporting any supplies by sea at the time of contract award and, therefore, did not provide the notification required by paragraph (b) of this clause, but prior to shipment of supplies, the Contractor learns that supplies will be transported by sea, the Contractor shall -- (1) Provide the notification required by paragraph (b) of this clause to the Contracting Officer and MARAD as soon as it is known that supplies will be transported by sea; and (2) Comply with all the terms and conditions of this clause. (j) <i>Subcontracts</i> . In the award of subcontracts, for the types of supplies described in paragraph (c)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows: (1) The Contractor shall insert the substance of this clause, including this paragraph (j), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation. (2) The Contractor shall insert the substance of paragraphs (a) through (f) of this clause, and this paragraph (j), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation. (End of clause)			ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL		
ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY						
TOTAL								
252.247-7025 REFLAGGING OR REPAIR WORK (OCT 2024) (DFARS)								
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (FAR)								
52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (FAR)								
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (FAR)								
52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) (FAR)								
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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) (FAR)

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

52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITION (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (CLASS DEVIATION 2025-O0003 AND CLASS DEVIATION 2025-O0004) (MAR 2025) (FAR)

(c) FAR 52.252-2, *Clauses Incorporated by Reference (FEB 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

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

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

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - ALTERNATE I (JUL 2014) (FAR)

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

52.222-50 COMBATING TRAFFICING IN PERSONS (NOV 2021) (FAR)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022) (FAR)

52.223-10 WASTE REDUCTION PROGRAM (CLASS DEVIATION 2025-O0004) (MAR 2025) (FAR)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (FAR)

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (CLASS DEVIATION 2025-O0004) (MAR 2025) (FAR)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (FAR)

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

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

Material (If none, insert “None”)	Identification No.

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (FAR)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, _____ * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

- (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or
- (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

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

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

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

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

(End of Clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (FAR)

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) (FAR)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (FAR)

52.227-3 PATENT INDEMNITY (APR 1984) (FAR)

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

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

52.243-1 CHANGES - FIXED PRICE (AUG 1987) (FAR)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (CLASS DEVIATION 2025-O0003) (MAR 2025) (FAR)

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022) (DFARS)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025) (FAR)

Insert the clause at [52.219-28](#), Postaward Small Business Program Rerepresentation, in solicitations and contracts exceeding the micro-purchase threshold when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied this part in accordance with [19.000\(b\)\(1\)\(ii\)](#).

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern --

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented its status as any of the small business concerns identified at [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4) --

(1) Set aside exclusively for a small business concern identified at [19.000\(a\)\(3\)](#) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see [8.405-5\(b\)](#) and [19.301-2\(b\)\(2\)](#)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it is, is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that --

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title._____]

(End of clause)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (FAR)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) (FAR)