

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE **K** PAGE OF PAGES **1 3**

2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (if applicable)
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 708 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Judith HENRY PEPCDA3 Tel: 215-737-7258 FAX: 215-737-0398 Email: JUDITH.HENRY@DLA.MIL	CODE <b>SPE8EC</b>	7. ADMINISTERED BY (if other than Item 6) DCMA CHICAGO 1629 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA		CODE <b>S1403A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  WAUSAU EQUIPMENT COMPANY, INC. 1805 S MOORLAND RD NEW BERLIN WI 53151-2921 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-14-D-0010
		10B. DATED (SEE ITEM 13) 2014 AUG 26
CODE <b>62934</b>	FACILITY CODE <b>62934</b>	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Add/Delete Language on Pgs 27-28 of SPM8EC-11-R-0005

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Kurt Schallmo, Western Regional Sales Mgr</b>		10A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>JUDITH HENRY</b>	
15B. CONTRACTOR/OFFEROR <i>Kurt Schallmo - (noy tamam)</i> (Signature of person authorized to sign) <i>(160-6)</i>	16C. DATE SIGNED <b>7/26/17</b>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <b>7/27/17</b>

WAUSAU EQUIPMENT COMPANY PRICE LIST WITH THE MODEL PRICING AND DISCOUNTS ON PAGE 16 OF THE SCHEDULE OF ITEMS OF CONTRACT SPE8EC-14-D-0018 IS HEREBY REPLACED BY PAGE 3 OF THE SUBJECT MODIFICATION TO REFLECT THE ADDITION OF SEVEN (7) ITEMS.

IN ACCORDANCE WITH THE ADDITION / DELETION OF ITEMS AS REFERENCED ON PAGES OF 27-28 OF SOLICITATION SPM8EC-11-R-0005, THE FOLLOWING SEVEN (7) ITEMS ARE ADDED.

## ADDITIONS:

Wausau Tyler Ice 1100 gallon trailer deicer 50' booms, w/trailer	TAD1100
Wausau Tyler Ice 2000 liquid deicer w/50' booms	AD 2000
Wausau Tyler Ice 4000 gallon liquid deicer w/50' booms	AD 4000
Wausau Tyler Ice 5000 gallon liquid deicer w/50' booms	AD 5000
Wausau Tyler Ice Ramp deicer Boomless 36' spray pattern	RD 1500
Wausau Tyler Ice 1800 gallon Slide in deicer w/50' booms	AD-SI-1800P
Wausau Tyler Ice Slide in tote sprayer w/25' booms	AD-SI-TOTE

CONTINUED ON NEXT PAGE

Description of Item	Make / Model Number
Wausau Airport High Speed Snowplow Truck	Sno Dozer SD3131/BMP2050-PB/TG-12
Wausau 2500TPH Snow Blower	Sno Dozer SD3131 w/Snogo TU-3
Wausau 3500TPH Snow Blower	Sno Dozer SD3131 w/DF3500
Wausau 5000TPH Snow Blower	Sno Dozer SD3131 w/JV5000
Wausau 7500TPH Snow Blower	Sno Dozer SD3131 w/BAB7500
Wausau High Speed Runway Broom/Air Blast	Sno Dozer SD3131 w/SNOSaw HSB5218
Wausau Tyler Ice 1100 gallon trailer deicer 50' booms, w/trailer	TAD1100
Wausau Tyler Ice 2000 liquid deicer w/50' booms	AD 2000
Wausau Tyler Ice 4000 gallon liquid deicer w/50' booms	AD 4000
Wausau Tyler Ice 5000 gallon liquid deicer w/50' booms	AD 5000
Wausau Tyler Ice Ramp deicer Boomless 36' spray pattern	RD 1500
Wausau Tyler Ice 1800 gallon Slide in deicer w/50' booms	AD-SI-1800P
Wausau Tyler Ice Slide in tote sprayer w/25' booms	AD-SI-TOTE



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
IQC11089009019

PAGE 1 OF  
16

2. CONTRACT NO.  
SPE8EC-14-D-0018

3. AWARD/EFFECTIVE DATE  
**2014 AUG. 24**

4. ORDER NUMBER

5. SOLICITATION NUMBER  
SPM8EC11R0005

6. SOLICITATION ISSUE DATE  
08/12/2011

7. FOR SOLICITATION INFORMATION CALL:

a. NAME  
BEVERLY WHITE

b. TELEPHONE NUMBER (No collect call)  
215-737-9114

8. OFFER DUE DATE/ LOCAL TIME  
09/22/2011

9. ISSUED BY  
DLA TROOP SUPPORT  
CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN)  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5096

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB)  
 HUBZONE SMALL BUSINESS  ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A)  
NAICS: 336211  
SIZE STANDARD: 750

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS  
[REDACTED]

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
To Be Shown On Each Order  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
TO BE SHOWN ON EACH ORDER

18. ADMINISTERED BY  
DCMA CHICAGO, 1523 WEST CENTRAL ROAD, BLDG 203  
ARLINGTON HEIGHTS, IL 60005-2451

17a. CONTRACTOR/ OFFEROR  
WAUSAU EQUIPMENT COMPANY, INC.  
1905 SOUTH MOORLAND ROAD  
NEW BERLIN, WI 53151-2321  
TELEPHONE NO. 262-784-8068

18a. PAYMENT WILL BE MADE BY  
DEF FIN AND ACCOUNTING SVC  
BSM  
P.O. BOX 369031  
COLUMBUS OH 43236-9031

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
*See Page 4*

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 16 OF THIS CONTRACT				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA  
TO BE SHOWN ON EACH ORDER

28. TOTAL AWARD AMOUNT (For Govt Use Only)  
382,500,000 (ESTIMATE)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4, FAR 52 212-3 AND 52 212-5 ARE ATTACHED. ACCENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4, FAR 52 212-5 IS ATTACHED. ACCENDA  ARE  ARE NOT ATTACHED

29. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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: REF. Wausau Equip OFFER DATED 09/08/2011. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Vehicles

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
*Peter Tiffe*

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

30b. NAME AND TITLE OF SIGNER (Type or print)  
*Peter Tiffe, Vice President*

30c. DATE SIGNED  
*8/25/14*

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

31c. DATE SIGNED  
*8/26/2014*

**Wausau Equipment Company, Inc.**

**1) CONTRACT AWARD**

- a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Request for Proposal (RFP) SPM8EC-11-R-0005, as amended by Amendments 0001, 0002, 0003 and 0004. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Fire and Emergency Vehicles and Other Vehicles.
- b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0005, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.
- c. The overseas preservation/packaging and additional commercial manual set pricing elements included in the solicitation are both hereby deleted from the basic contract. In the event that these requirements are applicable to a particular Request for Quotations (RFQs), they will be considered and competed upon the issuance of RFQs. The contractor was advised via e-mail on 10/05/12 of the change.
- d. DFARS 252.204-7004, Alternate A, System for Award Management, has been updated to Feb 2014 and is hereby incorporated into this document by reference on page 5. FAR 52.204-7, System for Award Management and FAR 52.204-99, System for Award Management Maintenance will not be incorporated into this award document as all pertinent System for Award Management information is included in the most current version of FAR 52.212-4.
- e. The product base list unit prices set forth in the contractor's proposal dated 09/08/11 and the final proposal discounts dated 10/15/12 are applicable to the items specified in this contract and are shown on page 16 of this contract. The attachments/optional features (options) for all items are also shown on page 16 of this contract. The proposed product base list unit prices are from Wausau Equipment Company's [REDACTED] Commercial Price List.
- f. DFARS 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items which was included in solicitation SPM8EC-11-R-0005 has been deleted. However, the applicable contract clauses previously contained within this clause are incorporated by reference in the Addendum to FAR 52.212-4 on pages 5-6.

#### **h. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010)**

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out.

A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract, the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

**Note:** FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 8 of this contract.

#### **2) CONTRACT PERIOD**

Any supplies to be furnished under this contract shall be ordered by issuance of delivery orders by DLA Troop Support. The ordering period shall commence on the date of award/contract and shall continue for five (5) calendar years after the effective date of the award/contract.

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$382,500,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all the Fire and Emergency and Other Vehicles contracts to be awarded under SPM8EC-11-R-0005, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$682,500,000.00.

#### **3) DELIVERY ORDER LIMITATIONS**

- (a) **Minimum Order:** When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those

supplies or services under the contract.

(b) **Maximum Order:** The Contractor is not obligated to honor -

- (1) Any order for a single item is excess of \$100,000,000.00
- (2) Any order for a combination of items in excess of \$100,000,000.00; or
- (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

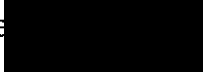
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **4) CONTRACT UNIT PRICES**

(a) The product base list unit prices set forth in the contractor's proposal dated 09/08/11 and the final proposal discounts dated 10/15/12 are applicable to the items specified in this contract and are shown on page 16 of this contract.

(b) Additions to the above items. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract items shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

#### **5) PAYMENT**

- a. **Terms.** Payment terms are 
- b. Prompt Payment Procedures apply.
- c. **Remittance Address:** The Contractor's remittance address is as follows:

Wausau Equipment Company, Inc.  
7435 Solution Center  
Chicago, IL 60674-7004

**6) CONTRACT ADMINISTRATION:** Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Chicago.

**ADDENDUM TO FAR 52.212-4**

The clause listed below is incorporated by reference with the same force and effect as if it was given in full text:

**DFARS 252.204-7004**, Alternate A, System for Award Management (FEB 2014)

*The following Federal Acquisition Regulation (FAR) clauses are included in the contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:*

**FAR 52.203-3**, Gratuities (APR 1984) (10 U. S. C. 2207).

*The following DFARS clauses are included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:*

**DFARS 252.203-7000**, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)(Section 847 of Pub. L. 110-81)

**DFARS 252. 203-7003**, Agency Office of the Inspector General (Dec 2012)  
(Section 6101 of Pub.L. 110-252, 41 U.S.C. 3509 note)

**DFARS 252.205-7000**, Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)

**DFARS 252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (Aug 2012) (15 U.S.C. 637)

**DFARS 252.225-7021**, Trade Agreements (OCT 2013) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)

(ii) \_\_\_ Alternate I Reserved

(iii) \_\_\_ Alternate II (Oct 2011) of 252.225-7021

**DFARS 252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).

**DFARS 252.226-7001**, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)  
(Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

**DFARS 252.227-7015**, Technical Data -- Commercial Items (Feb 2014)(10 U.S.C. 2320).

**DFARS 252.227-7037**, Validation of Restrictive Markings on Technical Data (June 2013), if applicable (see 227.7102-4(c)

**DFARS 252.232-7003**, Electronic Submission of Payment Requests (June 2012)(10 U.S.C. 2227)

**DFARS 252.243-7002**, Requests for Equitable Adjustment (Dec 2012)(10



U.S.C. 2410).  
 DFARS 252.247-7023, Transportation of Supplies by Sea (April 2014)(10  
 U.S.C.2631).

- (ii) \_\_\_ Alternate I (Apr 2014) of 252.247-7023.
- (iii) \_\_\_ Alternate II (Apr 2014) of 252.247-7023.

**TIME OF DELIVERY – F.O.B. POINT**

(a) Time of Delivery

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 16 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement for a particular delivery order.

(b) F.O.B. Point

With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Origin.

With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Destination.

**PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT**

(a) Place of Performance:

(1) Items will be manufactured at the following locations:

<u>ITEM</u>	<u>PLANT NAME AND ADDRESS</u>
1-6	Wausau Equipment Co., Inc. 1905 South Moorland Road New Berlin, WI 53151-2321

(2) Items will be furnished from stock. Manufacturer (not dealer) is as follows:

(b) Place of Packaging, Packing and Marking:

(1) Same as shown in a(1) above.

(2) As shown below: in c(1)

(c) Place of Government Inspection:

(1) Material inspection, except as may be indicated in c(2), will be made at the following locations:

<u>ITEM</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
1-6	Wausau Equipment Co., Inc. 1905 South Moorland Road New Berlin, WI 53151-2321	DCMA Chicago

or

Wausau Equipment Co., Inc. N6425 Stanchfield Drive Fond du Lac, WI 54037	DCMA Chicago
--	--------------

(2) Packaging, Packing and Marking inspection (if other than c(1) above) will be made at the following location:

**ITEM PLANT NAME AND ADDRESS GOVERNMENT INSPECTION OFFICE**

(3) At destination

(d) Place of Acceptance:

(1) At the plant shown and by the Government Inspection Office shown in c(1) above.

(2) At the plant shown and by the Government Inspection Office shown in c(2) above.

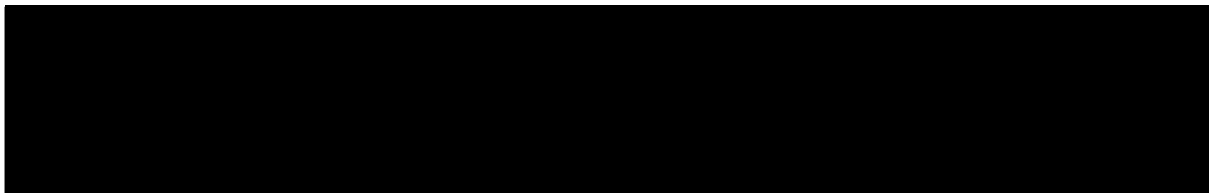
(3) At destination by the receiving authority.

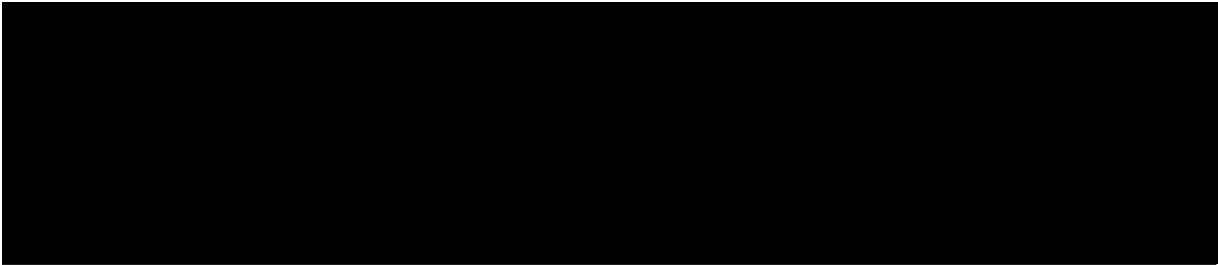
(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY. Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.

(1) Same as shown in a(1) above.

(2) As shown below:

**NOTE:** Any change to the above Place of Performance, Inspection and Acceptance must be approved in writing by the Contracting Officer.





**FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (June 2014).**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (July 2010) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

(28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

(30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) + (E.O.s 13423 and 13514

(ii) Alternate I (Jun 2014) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

(43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (46) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

\_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (56) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.



(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or

Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

