

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Blk. 18C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5095 USA Initiator: Desmond Ellis DDE0018 Tel: NULL. Email: Desmond.Ellis@dla.mil	CODE SPESEC	7. ADMINISTERED BY (If other than Item 5) DCMA DAYTON BUILDING 30 AREA A 1725 VAN PATTON DR WRIGHT PATTERSON AFB OH 45433-5302 USA		CODE S3605A

1. CONTRACT ID CODE K	PAGE 1	OF PAGES 2
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TOYOTA MATERIAL HANDLING OHIO, INC. 7461 WORTHINGTON GALENA RD COLUMBUS OH 43085-1629 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPESEC-15-D-0008
		10B. DATED (SEE ITEM 13) 2015 MAR 18

CODE 7T245 FACILITY CODE

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-2 and Add/Delete Language on Pgs 27-28 of SPM8EC-11-R-0001
	D. OTHER (Specify type of modification and authority)

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) <i>Kevin Huffman</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>ROBERT F SPADARO JR</i>	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	
15C. DATE SIGNED <i>11/24/17</i>		16C. DATE SIGNED <i>1/24/17</i>	

1. In accordance with FAR 52.216-2, Economic Price Adjustment-Standard Supplies (Jan 1997), Toyota Material Handling Ohio's' price list with the Model Pricing and Discounts on pages 3-5 in Modification P00001 dated March 7, 2016 are hereby replaced by pages 3-5 of subject modification to reflect Toyota Material Handling Ohio's' current base price list for model year 2017.

2. In accordance with the Addition/Deletion of Items as referenced on pages 27 - 28 of solicitation SPM8EC-11-R-0001, the following two (2) model items are added and (1) one model item is deleted:

ADDITIONS:

2K ADJUSTABLE LEG STACKER - WALKIE	8BWS10
2.5K ADJUSTABLE LRG STACKER - WALKIE	8BWS13

DELETION:

3.5K ELECTRIC REACH TRUCK 24V	8BRU16
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3. Delivery schedule revised to 150 days on all model items.

Item #	Description of Item	Make/Model Number
1	3K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU15
2	3.5K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU18
3	8K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU35
4	10K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU45
5	12K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU55
6	22K Diesel Pneumatic Tire Forklift	Toyota 50-4FD100
7	25K Diesel Pneumatic Tire Forklift	Toyota 50-4FD115
8	28K Diesel Pneumatic Tire Forklift	Toyota 50-4FD120
9	30K Diesel Pneumatic Tire Forklift	Toyota 50-4FD135
10	33K Diesel Pneumatic Tire Forklift	Toyota 50-4FD150
11	35K Diesel Pneumatic Tire Forklift	Toyota 50-4FD160
12	3K Electric Order Picker (36V)	Toyota 6BPU15
13	3K Reach Stacker - Walkie	Toyota 6BWR15
14	3K Straddle Stacker - Walkie	Toyota 6BWS15
15	4K Straddle Stacker - Walkie	Toyota 6BWS20
16	3K Electric Stand-Up Forklift	Toyota 8BNCU15
17	3.5K Electric Stand-Up Forklift	Toyota 8BNCU18
18	4K Electric Stand-Up Forklift	Toyota 8BNCU20
19	3K Electric Order Picker (24V)	Toyota 7BPUE15
20	2K Adjustable Leg Stacker - Walkie	Toyota 8BWS10
21	2.5K Adjustable Leg Stacker - Walkie	Toyota 8BWS13
22	8K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU35
23	10K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU45
24	12K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU55
25	3.5K 3-Wheel Electric Sit-Down Forklift Lg Batt	Toyota 8FBEH18U
26	3K 3-Wheel Electric Sit-Down Forklift	Toyota 8FBE15U
27	3.5K 3-Wheel Electric Sit-Down Forklift	Toyota 8FBE18U
28	4K 3-Wheel Electric Sit-Down Forklift	Toyota 8FBE20U
29	3K 4-Wheel Elec. Pneumatic Sit-Down Forklift	Toyota 7FBH15
30	3.5K 4-Wheel Elec. Pneumatic Sit-Down Forklift	Toyota 7FBH18
31	4K 4-Wheel Elec. Pneumatic Sit-Down Forklift	Toyota 7FBH20
32	7K 4-Wheel Elec. Pneumatic Sit-Down Forklift	Toyota 7FBJ35
33	9K Diesel Pneumatic Tire Forklift	Toyota 8FD40U

Item #	Description of Item	Make/Model Number
34	8K Diesel Pneumatic Tire Forklift	Toyota 8FD35U
35	10K Diesel Pneumatic Tire Forklift	Toyota 8FD45U
36	11K Diesel Pneumatic Tire Forklift	Toyota 8FD50U
37	13.5K Diesel Pneumatic Tire Forklift	Toyota 8FD60U
38	15K Diesel Pneumatic Tire Forklift	Toyota 8FD70U
39	17.5K Diesel Pneumatic Tire Forklift	Toyota 8FD80U
40	11K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG50U
41	8K LPG/Gas Cushion Tire Forklift	Toyota 8FGC35U
42	10K LPG/Gas Cushion Tire Forklift	Toyota 8FGC45U
43	12K LPG/Gas Cushion Tire Forklift	Toyota 8FGC55U
44	13.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGC60U
45	15K LPG/Gas Cushion Tire Forklift	Toyota 8FGC70U
46	9K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG40U
47	10K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG45U
48	13.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG60U
49	15K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG70U
50	17.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG80U
51	5K 4-Wheel Elect. Pneumatic Sit-Down Forklift	Toyota 7FH25
52	4.5K Electric Low Lift Walkie Pallet Truck	Toyota 8HBW23
53	3K Electric Double Reach Truck (36V)	Toyota 9BDRU15
55	3.5K Electric Reach Truck (36V)	Toyota 9BRU18
56	4.5K Electric Reach Truck (36V)	Toyota 9BRU23
57	5K 4-Wheel Electric Sit-Down Forklift Lg Batt	Toyota 8FBCHU25
58	4K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU20
59	5.5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU28
60	5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU25
61	6K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU30
62	6.5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU32
63	3K Diesel Pneumatic Tire Forklift	Toyota 8FDU15
64	3.5K Diesel Pneumatic Tire Forklift	Toyota 8FDU18
65	4K Diesel Pneumatic Tire Forklift	Toyota 8FDU20
66	5K Diesel Pneumatic Tire Forklift	Toyota 8FDU25
67	6K Diesel Pneumatic Tire Forklift	Toyota 8FDU30

Item #	Description of Item	Make/Model Number
68	6.5K Diesel Pneumatic Tire Forklift	Toyota 8FDU32
69	4K LPG/Gas Cushion Tire Forklift "short"	Toyota 8FGCSU20
70	3K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU15
71	3.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU18
72	4K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU20
73	5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU25
74	6K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU30
75	6.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU32
76	3K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU15
77	3.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU18
78	4K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU20
79	5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU25
80	6K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU30
81	6.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU32
82	6K Electric Center Control Rider Pallet Truck	Toyota 8HBC30
83	8K Electric Center Control Rider Pallet Truck	Toyota 8HBC40
84	6K Electric Low Lift Walkie/Rider Pallet Truck	Toyota 8HBE30
85	8K Electric Low Lift Walkie/Rider Pallet Truck	Toyota 8HBE40
86	6K Electric Low Lift Walkie Pallet Truck	Toyota 8HBW30
87	10K Electric Tow Truck	Toyota 8TB50
88	6K 4-Wheel Elect. Pneumatic Sit-Down Forklift	Toyota 7FB30
89	3K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU15
90	3.5K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU18
91	8K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG35U

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF PAGES 5

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
See Bk. 16C

4. REQUISITION/PURCHASE REQ. NO.
See Block 14

5. PROJECT NO. (If applicable)

6. ISSUED BY
CODE

7. ADMINISTERED BY (If other than Item 8)
CODE S3605A

DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (HEPP)
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5098
USA
Initiator: Michele Disk
PEPCDAZ Tel: 215-737-7278 FAX: 215-737-0396 Email: Michele.Disk@dla.mil

DCMA DAYTON
BUILDING 30 AREA A
1725 VAN PATTON DR
WRIGHT PATTERSON AFB OH 45433-5302
USA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

TOYOTA MATERIAL HANDLING OHIO,
INC.
7481 WORTHINGTON GALENA RD
COLUMBUS OH 43088-1529
USA

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
SPE8EC-16-D-0008

10B. DATED (SEE ITEM 13)
2018 MAR 18

CODE 77245 FACILITY CODE

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	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Add/Delete Language on Pgs 27-28 of SPM8EC-11-R-0001
	D. OTHER (Specify type of modification and authority)

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) Kevin Hoffman - Manager	10A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH HENRY
15B. CONTRACTOR OFFEROR	15B. UNITED STATES OF AMERICA
15C. DATE SIGNED 3-7-16	15C. DATE SIGNED 3/7/16
(Signature of person authorized to sign)	(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

THE SCHEDULE OF ITEMS ON PAGES 15-17 OF THE SUBJECT CONTRACT ARE HEREBY REPLACED BY PAGES 3-5 OF THE SUBJECT MODIFICATION TO REFLECT A CHANGE IN MODEL NUMBER FOR 30 ITEMS.

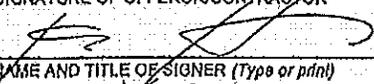
1. DUE TO ENGINE UPGRADES, THE FOLLOWING MODEL NUMBERS ARE BEING REPLACED:

8FG35U Replaces 7FGU35
8FD35U Replaces 7FDU35
8FG40U Replaces 7FGU40
8FD40U Replaces 7FDU40
8FG45U Replaces 7FGU45
8FD45U Replaces 7FDU45
8FG50U Replaces 7FGU50
8FD50U Replaces 7FDU50
8FG60U Replaces 7FGU60
8FD60U Replaces 7FDU60
8FG70U Replaces 7FGU70
8FD70U Replaces 7FDU70
8FG80U Replaces 7FGU80
8FD80U Replaces 7FDU80
8FBE15U Replaces 7FBEU15
8FBE18U Replaces 7FBEU18
8FBE20U Replaces 7FBEU20
8FBEH18U Replaces 7FBEHU18
8BNCU15 Replaces 7BNCU15
8BNCU18 Replaces 7BNCU18
8BNCU20 Replaces 7BNCU20
8HBW23 Replaces 7HBW23
8FGC35U Replaces 7FGCU35
8FGC45U Replaces 7FGCU45
8FGC55U Replaces 7FGCU55
8FGC60U Replaces 7FGCU60
8FGC70U Replaces 7FGCU70
9BRU18 Replaces 8BRU18
9BRU23 Replaces 8BRU23
9BDRU15 Replaces 8BDRU15

CONTINUED ON NEXT PAGE

Item #	Description of Item	Make/Model Number	Delivery (days after award)	Base List Price	% of Disc	Final	Disc %
40	11K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG50U					
41	8K LPG/Gas Cushion Tire Forklift	Toyota 8FGC35U					
42	10K LPG/Gas Cushion Tire Forklift	Toyota 8FGC45U					
43	12K LPG/Gas Cushion Tire Forklift	Toyota 8FGC55U					
44	13.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGC60U					
45	15K LPG/Gas Cushion Tire Forklift	Toyota 8FGC70U					
46	9K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG40U					
47	10K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG45U					
48	13.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG60U					
49	15K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG70U					
50	17.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG80U					
51	5K 4-Wheel Elect. Pneumatic Sit-Down Forklift	Toyota 7FH25					
52	4.5K Electric Low Lift Walkie Pallet Truck	Toyota 8HBW23					
53	3K Electric Double Reach Truck (36V)	Toyota 9BDRU15					
54	3.5K Electric Reach Truck (24V)	Toyota 8BRU18					
55	3.5K Electric Reach Truck (36V)	Toyota 9BRU18					
56	4.5K Electric Reach Truck (36V)	Toyota 9BRU23					
57	5K 4-Wheel Electric Sit-Down Forklift Lg Batt	Toyota 8FBCHU25					
58	4K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU20					
59	5.5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU20					
60	5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU25					
61	6K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU30					
62	6.5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU32					
63	3K Diesel Pneumatic Tire Forklift	Toyota 8FDU15					
64	3.5K Diesel Pneumatic Tire Forklift	Toyota 8FDU18					
65	4K Diesel Pneumatic Tire Forklift	Toyota 8FDU20					
66	5K Diesel Pneumatic Tire Forklift	Toyota 8FDU25					
67	6K Diesel Pneumatic Tire Forklift	Toyota 8FDU30					
68	6.5K Diesel Pneumatic Tire Forklift	Toyota 8FDU32					
69	4K LPG/Gas Cushion Tire Forklift "short"	Toyota 8FGCSU20					
70	3K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU15					
71	3.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU18					
72	4K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU20					
73	5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU25					
74	6K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU30					
75	6.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU32					
76	3K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU15					
77	3.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU18					
78	4K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU20					

Item #	Description of Item	Make/Model Number	Delivery (days after award)	Base List Price	
79	5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU25			
80	6K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU30			
81	6.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU32			
82	6K Electric Center Control Rider Pallet Truck	Toyota 8HBC30			
83	8K Electric Center Control Rider Pallet Truck	Toyota 8HBC40			
84	6K Electric Low Lift Walkie/Rider Pallet Truck	Toyota 8HBE30			
85	8K Electric Low Lift Walkie/Rider Pallet Truck	Toyota 8HBE40			
86	6K Electric Low Lift Walkie Pallet Truck	Toyota 8HBW30			
87	10K Electric Tow Truck	Toyota 8TB50			
88	6K 4-Wheel Elect. Pneumatic Sit-Down Forklift	Toyota7FB30			
89	3K 4-Wheel Electric Sit-Down Forklift	Toyota7FBCU15			
90	3.5K 4-Wheel Electric Sit-Down Forklift	Toyota7FBCU15			
91	8K LPG/Gas Pneumatic Tire Forklift	Toyota 8FG35U			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER IQC10268009012	PAGE 1 OF 17
2. CONTRACT NO. SPE8EC-15-D-0008	3. AWARD/EFFECTIVE DATE 2015 MAR. 18	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM8EC-11-R-0001	6. SOLICITATION ISSUE DATE 08/01/2011	
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Aria Gessner	b. TELEPHONE NUMBER (No collect calls) 215-737-7252	8. OFFER DUE DATE/ LOCAL TIME 08/30/2011	
9. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN) 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5096 aria.gessner@dla.mil		CODE SPE8EC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333924 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 750		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS [REDACTED]	<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)		13b. RATING To Be Shown On Each Order	
15. DELIVER TO TO BE SHOWN ON EACH ORDER		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
16. ADMINISTERED BY DCMA DAYTON, AREA A, BLDG 30, 1725 VAN PATTON DRIVE, WRIGHT-PATTERSON AFB, OH 45433-5302		CODE	S3605A		
17a. CONTRACTOR/OFFEROR Toyota Material Handling Ohio Inc. 7461 Worthington-Galena Road Columbus, OH 43085-1529 TELEPHONE NO. 614-896-2360	CODE 7T245	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS BVD (SL4701) P.O. BOX 369031 COLUMBUS, OH 43236-9031		
<input checked="" type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE PAGES 16-17				
		(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA TO BE SHOWN ON EACH ORDER			26. TOTAL AWARD AMOUNT (For Govt. Use Only) 633,000,000 (ESTIMATE)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 62.212-4, FAR 52.212-3 AND 62.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. 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			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. TMHO'S OFFER DATED 08/26/2011. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: MHE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Kevin Huffman Sales Manager		30c. DATE SIGNED 3/17/15	31b. NAME OF CONTRACTING OFFICER (Type or print) LOUIS COOKER		31c. DATE SIGNED 3/18/2015

TOYOTA MATERIAL HANDLING OHIO 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-0001, 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 Material Handling Equipment.
- b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0001, 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.
- 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.
- e. Amendments 0001, 0002, and 0003 which were completed by TMHO on 08/02/2011, 08/26/2011 and 08/29/2011, respectively, are hereby incorporated into the contract. The DLAD Inspection and Acceptance at Origin Clause on Page 15 of Amendment 0003 was completed by TMHO on 09/02/2014 and will also be incorporated into the contract.
- f. The product base list unit prices set forth in the contractor's proposal dated 08/26/2011 and the final proposal discounts dated 01/30/2015 are applicable to the items specified in this contract and are shown on pages 15-17 of this contract.

[REDACTED]

The proposed product base list unit prices are from Toyota Material Handling U.S.A.'s [REDACTED] commercial catalog.

The negotiated discounts on pages 15-17 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order solicited and awarded under the contract. At any time, the contractor can offer discounts greater than the discounts negotiated in the contract.

g. 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-0001 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 9 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 (\$633,000,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all the Material Handling Equipment contracts to be awarded under SPM8EC-11-R-0001, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$925,000,000.00.

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 08/26/2011 and the final proposal discounts dated 01/30/2015 are applicable to the items specified in this contract and are shown on pages 15-17 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: Toyota Material Handling Ohio
P.O. Box 88120
Chicago, IL 60695-1120

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

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) (Oct 2014) (15 U.S.C. 637)

DFARS 252.225-7021, Trade Agreements (Nov 2014) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)

(ii) ___ Alternate I Reserved

(iii) ___ Alternate II (Nov 2014) 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 (Apr 2014)(10 U.S.C.2631).

(ii) ___ Alternate I (Apr 2014) of 252.247-7023

- (iii) ___ Alternate II (Apr 2014) of 252.247-7023.
DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000)

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 pages 15-17 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 location:

ITEM

PLANT NAME AND ADDRESS

*

Toyota Material Handling, U.S.A
 5559 Inwood Drive
 Columbus, IN 47201

*

Toyota Material Handling, U.S.A
 22 Canal Street
 Greene, NY 13778

*

Toyota Material Handling, U.S.A
 3305 North Highway 38
 Muscatine, IA 57261

(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>
*	Toyota Material Handling Ohio Inc. 7461 Worthington-Galena Road Columbus, OH 43085	S3605A, DCMA DAYTON
*	Toyota Material Handling, U.S.A 5559 Inwood Drive Columbus, IN 47201	S3605A, DCMA DAYTON
*	Toyota Material Handling, U.S.A 22 Canal Street Greene, NY 13778	S3306A, DCMA SYRACUSE
*	Toyota Material Handling, U.S.A 3305 North Highway 38 Muscatine, IA 57261	S2401A, DCMA TWIN CITIES

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

<u>ITEM</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
-------------	-------------------------------	-------------------------------------

(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.

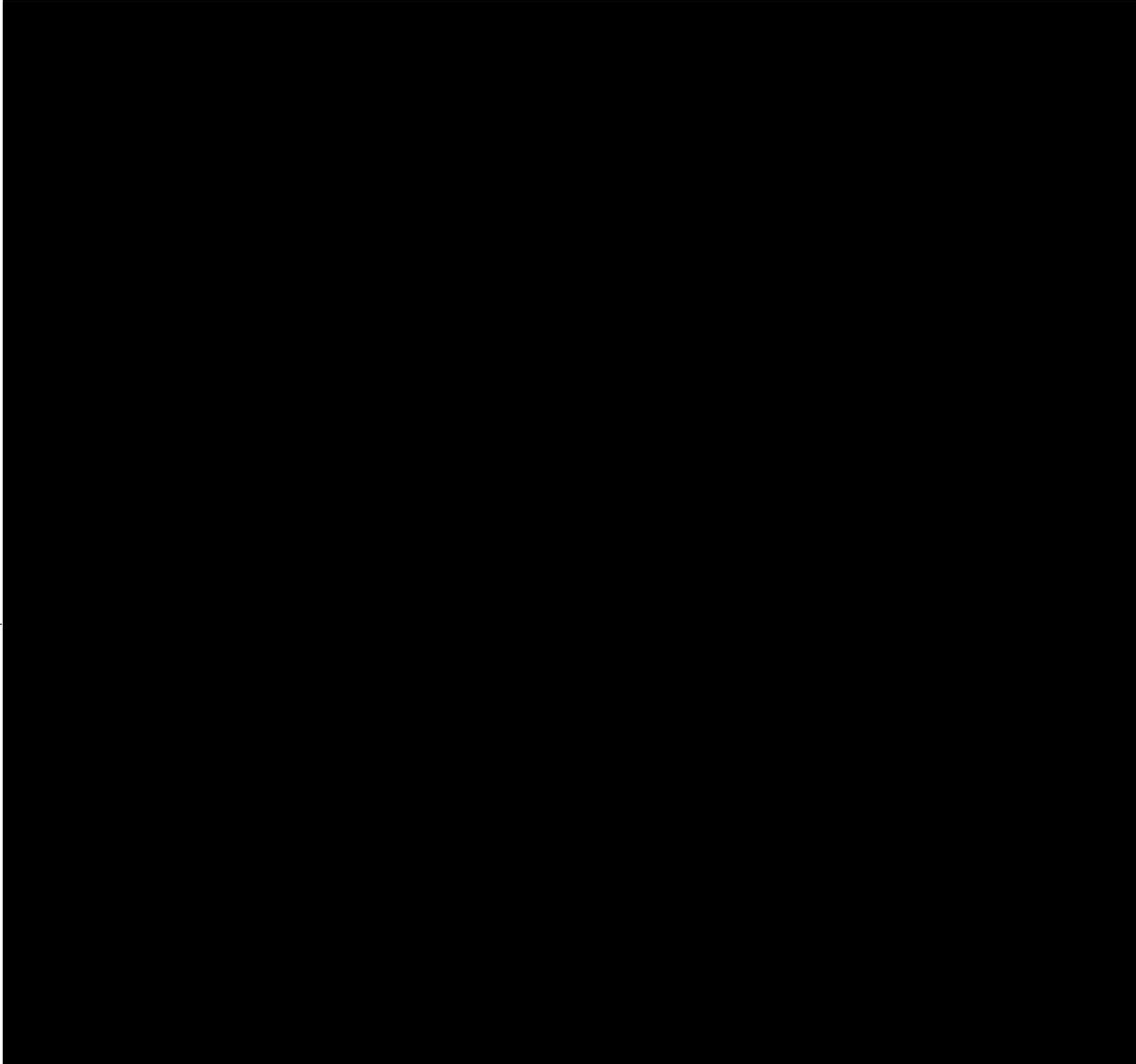
(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY. Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other 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.

*The Place of Performance and Inspection and Acceptance for all items will be determined upon the issuance of each delivery order.



**FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL
ITEMS (DEC 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) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) **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)).
- (3) **52.233-3**, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) **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.]

(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).

(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).

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

(ii) Alternate I (Nov 2011) of 52.219-3.

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

(ii) Alternate I (Jan 2011) of 52.219-4.

(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 (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (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 (Oct 2014) 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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 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)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) 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.)
- (34) (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.)
- (35) (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.
- (36) (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.

- ___ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (38) (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.
- X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (41) (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.
- ___ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (43) 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).
- ___ (44) 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).
- ___ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (49) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (50) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (53) (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)).
- ___ (10) **52.222-55**, Minimum Wages Under Executive Order 13658 Dec 2014)(Executive Order 13658).

(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—

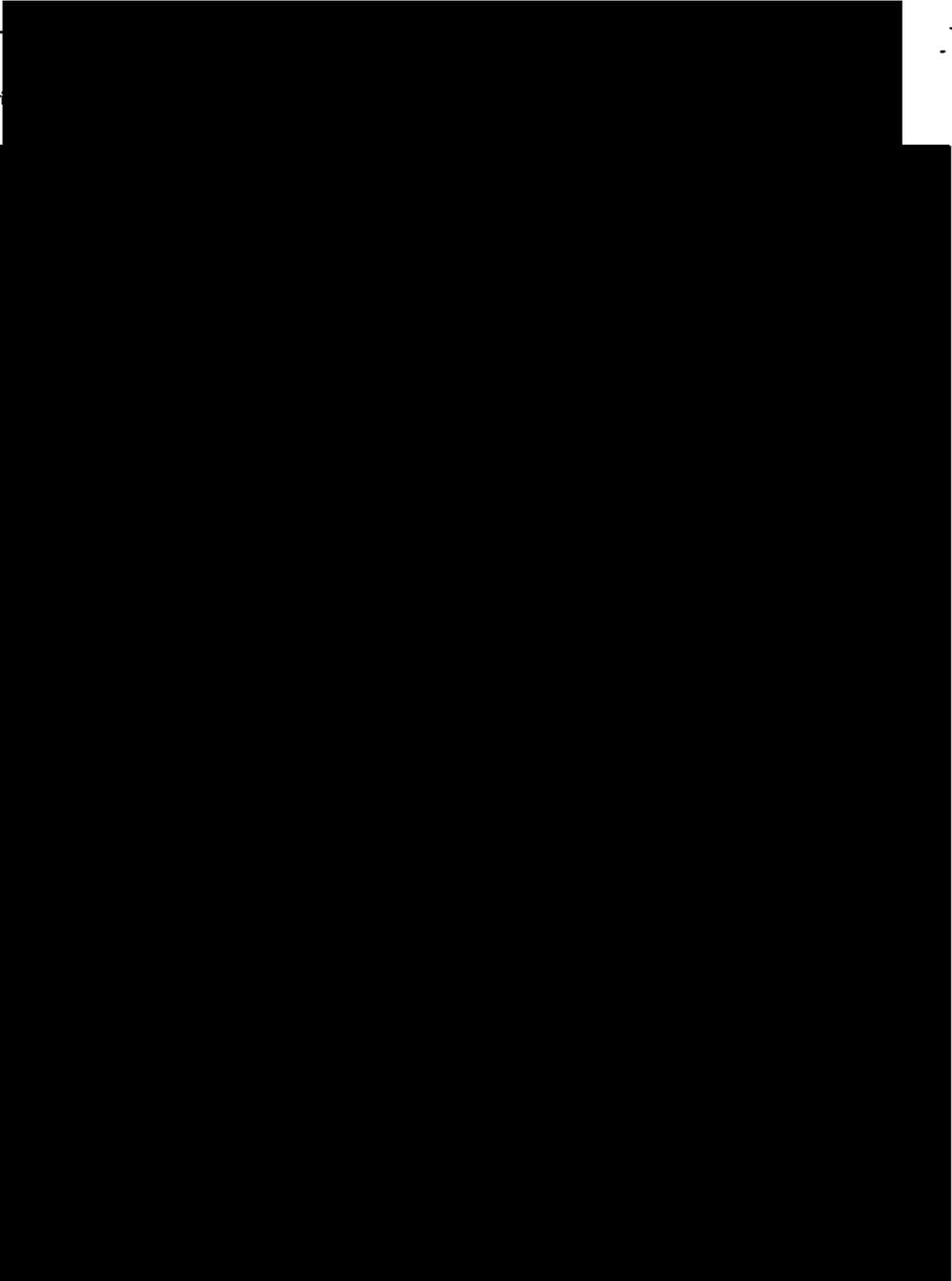
- (i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) **52.219-8**, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts 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 (Jul 2014) (38 U.S.C. 4212).
- (vi) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) **52.222-37**, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (viii) **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.
- (ix) **52.222-41**, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (x) **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)).
- (xi) **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.)
- (xii) **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)
- (xiii) **52.222-54**, Employment Eligibility Verification (Aug 2013).
- (xiv) **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).
- (xv) **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.
- (xvi) **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.
- (xvii) **52.222-55**, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658).

(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.

(End of Clause)

Item #	Description of Item	Make/Model Number	Delivery (days after award)	Base List Price	
1	3K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU15			
2	3.5K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU15			
3	8K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU35			
4	10K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU45			
5	12K 4-Wheel Electric Sit-Down Forklift "EE"	Toyota 30-7FBCU55			
6	22K Diesel Pneumatic Tire Forklift	Toyota 50-4FD100			
7	25K Diesel Pneumatic Tire Forklift	Toyota 50-4FD115			
8	26K Diesel Pneumatic Tire Forklift	Toyota 50-4FD120			
9	30K Diesel Pneumatic Tire Forklift	Toyota 50-4FD135			
10	33K Diesel Pneumatic Tire Forklift	Toyota 50-4FD150			
11	35K Diesel Pneumatic Tire Forklift	Toyota 50-4FD160			
12	3K Electric Order Picker (36V)	Toyota 6BPU15			
13	3K Reach Stacker - Walkie	Toyota 6BWR15			
14	3K Straddle Stacker - Walkie	Toyota 6BWS15			
15	4K Straddle Stacker - Walkie	Toyota 6BWS20			
16	3K Electric Stand-Up Forklift	Toyota 7BNCU15			
17	3.5K Electric Stand-Up Forklift	Toyota 7BNCU18			
18	4K Electric Stand-Up Forklift	Toyota 7BNCU20			
19	3K Electric Order Picker (24V)	Toyota 7BPUE15			
20	2K Adjustable Leg Stacker - Walkie	Toyota 7BWS10			
21	2.5K Adjustable Leg Stacker - Walkie	Toyota 7BWS13			
22	8K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU35			
23	10K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU45			
24	12K 4-Wheel Electric Sit-Down Forklift	Toyota 7FBCU55			
25	3.5K 3-Wheel Electric Sit-Down Forklift Lg Batt	Toyota 7FBEHU18			
26	3K 3-Wheel Electric Sit-Down Forklift	Toyota 7FBEU15			
27	3.5K 3-Wheel Electric Sit-Down Forklift	Toyota 7FBEU18			
28	4K 3-Wheel Electric Sit-Down Forklift	Toyota 7FBEU20			
29	3K 4-Wheel Elec. Pneumatic Sit-Down Forklift	Toyota 7FBH15			
30	3.5K 4-Wheel Elec. Pneumatic Sit-Down Forklift	Toyota 7FBH18			
31	4K 4-Wheel Elec. Pneumatic Sit-Down Forklift	Toyota 7FBH20			
32	7K 4-Wheel Elect. Pneumatic Sit-Down Forklift	Toyota 7FBJ35			
33	9K Diesel Pneumatic Tire Forklift	Toyota 7FDKU40			
34	8K Diesel Pneumatic Tire Forklift	Toyota 7FDU35			
35	10K Diesel Pneumatic Tire Forklift	Toyota 7FDU45			
36	11K Diesel Pneumatic Tire Forklift	Toyota 7FDU50			
37	13.5K Diesel Pneumatic Tire Forklift	Toyota 7FDU60			
38	15K Diesel Pneumatic Tire Forklift	Toyota 7FDU70			
39	17.5K Diesel Pneumatic Tire Forklift	Toyota 7FDU80			

Item #	Description of Item	Make/Model Number	Delivery (days after award)	Base List Price
40	11K LPG/Gas Pneumatic Tire Forklift	Toyota 7FGAU50		
41	8K LPG/Gas Cushion Tire Forklift	Toyota 7FGCU35		
42	10K LPG/Gas Cushion Tire Forklift	Toyota 7FGCU45		
43	12K LPG/Gas Cushion Tire Forklift	Toyota 7FGCU55		
44	13.5K LPG/Gas Cushion Tire Forklift	Toyota 7FGCU60		
45	15K LPG/Gas Cushion Tire Forklift	Toyota 7FGCU70		
46	9K LPG/Gas Pneumatic Tire Forklift	Toyota 7FGKU40		
47	10K LPG/Gas Pneumatic Tire Forklift	Toyota 7FGU45		
48	13.5K LPG/Gas Pneumatic Tire Forklift	Toyota 7FGU60		
49	15K LPG/Gas Pneumatic Tire Forklift	Toyota 7FGU70		
50	17.5K LPG/Gas Pneumatic Tire Forklift	Toyota 7FGU80		
51	5K 4-Wheel Elect. Pneumatic Sit-Down Forklift	Toyota 7FH25		
52	4.5K Electric Low Lift Walkie Pallet Truck	Toyota 7HBW23		
53	3K Electric Double Reach Truck (36V)	Toyota 8BDRU15		
54	3.5K Electric Reach Truck (24V)	Toyota 8BRU18		
55	3.5K Electric Reach Truck (36V)	Toyota 8BRU18		
56	4.5K Electric Reach Truck (36V)	Toyota 8BRU23		
57	5K 4-Wheel Electric Sit-Down Forklift Lg Batt	Toyota 8FBCHU25		
58	4K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU20		
59	5.5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU20		
60	5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU25		
61	6K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU30		
62	6.5K 4-Wheel Electric Sit-Down Forklift	Toyota 8FBCU32		
63	3K Diesel Pneumatic Tire Forklift	Toyota 8FDU15		
64	3.5K Diesel Pneumatic Tire Forklift	Toyota 8FDU18		
65	4K Diesel Pneumatic Tire Forklift	Toyota 8FDU20		
66	5K Diesel Pneumatic Tire Forklift	Toyota 8FDU25		
67	6K Diesel Pneumatic Tire Forklift	Toyota 8FDU30		
68	6.5K Diesel Pneumatic Tire Forklift	Toyota 8FDU32		
69	4K LPG/Gas Cushion Tire Forklift "short"	Toyota 8FGCSU20		
70	3K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU15		
71	3.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU18		
72	4K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU20		
73	5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU25		
74	6K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU30		
75	6.5K LPG/Gas Cushion Tire Forklift	Toyota 8FGCU32		
76	3K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU15		
77	3.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU18		
78	4K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU20		



Item #	Description of Item	Make/Model Number	Delivery (days after award)
79	5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU25	
80	6K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU30	
81	6.5K LPG/Gas Pneumatic Tire Forklift	Toyota 8FGU32	
82	6K Electric Center Control Rider Pallet Truck	Toyota 8HBC30	
83	8K Electric Center Control Rider Pallet Truck	Toyota 8HBC40	
84	6K Electric Low Lift Walkie/Rider Pallet Truck	Toyota 8HBE30	
85	8K Electric Low Lift Walkie/Rider Pallet Truck	Toyota 8HBE40	
86	6K Electric Low Lift Walkie Pallet Truck	Toyota 8HBW30	
87	10K Electric Tow Truck	Toyota 8TB50	
88	6K 4-Wheel Elect. Pneumatic Sit-Down Forklift	Toyota7FB30	
89	3K 4-Wheel Electric Sit-Down Forklift	Toyota7FBCU15	
90	3.5K 4-Wheel Electric Sit-Down Forklift	Toyota7FBCU15	
91	8K LPG/Gas Pneumatic Tire Forklift	Toyota7FGU35	