

2. AMENDMENT/MODIFICATION NO. P00105	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) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Judith HENRY PEPCDA3 Tel: 216-737-7258 FAX: 216-737-0398 Email: JUDITH.HENRY@DLA.MIL	CODE SPM8E1	7. ADMINISTERED BY (If other than Item 6) DCMA PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427 USA	CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, LLC DBA V C E 312 VOLVO WAY SHIPPENSBURG PA 17257-9209 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM8EC-12-D-0012
		10B. DATED (SEE ITEM 13) 2012 AUG 21
CODE 1X0J7	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 Economic Price Adjustment Standard Supplis (Jan 1997) and the
	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) STEPHANIE MCCALL, DIRECTOR FEDERAL GOVERNMENT BUSINESS	15B. CONTRACTOR/OFFEROR <i>Stephanie McCall</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/1/2015	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH HENRY	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <i>Judith Henry</i> (Signature of Contracting Officer)	18C. DATE SIGNED 12/1/15
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I/A/W FAR 52.216-2, ECONOMIC PRICE ADJUSTMENT STANDARD SUPPLIES (JAN 1997)
SCHEDULE OF SUPPLIES LISTED ON PAGES 2 THRU 9 OF MODIFICATION P00103 DTD
12/18/13 ARE HEREBY REPLACED WITH PAGES 3 THRU 6 OF THIS MODIFICATION.

I/A/W THE ADDITION AND DELETE OF ITEMS PROVISION THE FOLLOWING MODEL #S ARE HEREBY ADDED
TO THE CONTRACT:

MCT110 (SKID STEER/COMPACT TRACK LOADER)
EC50 (CRAWLER EXCAVATOR)
EC380 (HIGH REACH DEMOLITION EXCAVATOR)
PL4809 (PIPELAYER)
ERC25 (COMPACT EXCAVATOR)

THE FOLLOWING MODEL #S ARE HEREBY DELETED FROM THE CONTRACT:

L20, L25, BL60, BL70, G930, G940, G946, G960, G970, G976, G990, MW500, MT2000, EC340, ERC28, PF6110,
PF6160, PF6170, CR24, CR30, DD14, DD16, DD29, DD31, DD38, DD90, DD112, DD118, DD132, DD138, PT240, SD25,
SD70, AND SD77.

Volvo Construction Equipment Description of Item	Make/Model Number
Articulated Haulers	
Articulated Hauler, A25	A25
Articulated Hauler, A30	A30
Articulated Hauler, A35	A35
Articulated Hauler, A40	A40
Wheel Loaders	
Wheel Loader, L50	L50
Wheel Loader, L60	L60
Wheel Loader, L70	L70
Wheel Loader, L90	L90
Wheel Loader, L110	L110
Wheel Loader, L120	L120
Wheel Loader, L150	L150
Wheel Loader, L180	L180
Wheel Loader, L220	L220
Wheel Loader, L250	L250
Wheel Loader, L350	L350
Compact Wheel Loaders	
Compact Wheel Loader, L30	L30
Compact Wheel Loader, L35	L35
Compact Wheel Loader, L45	L45
Skid Steers & Compact Tracked Loaders	
Skid Steer, MC60	MC60
Skid Steer, MC70	MC70
Skid Steer, MC85	MC85
Skid Steer, MC95	MC95
Skid Steer, MC110	MC110
Skid Steer, MC115	MC115
Skid Steer, MC135	MC135
Compact Tracked Loader, MCT85	MCT85
Compact Tracked Loader, MCT110	MCT110
Compact Tracked Loader, MCT125	MCT125
Compact Tracked Loader, MCT135	MCT135
Wheeled Excavators	
Wheeled Excavator, EW160	EW160
Wheeled Excavator, EW180	EW180
Wheeled Excavator, EW210	EW210
Crawler Excavators	
Crawler Excavator, EC140	EC140
Crawler Excavator, EC160	EC160
Crawler Excavator, EC220	EC220
Crawler Excavator, EC250	EC250
Crawler Excavator, EC300	EC300
Crawler Excavator, EC350	EC350
Crawler Excavator, EC380	EC380
Crawler Excavator, EC480	EC480
Crawler Excavator, EC700	EC700
Long Reach Crawler Excavators	
Long Reach Crawler Excavator, EC220	EC220
Long Reach Crawler Excavator, EC250	EC250
Long Reach Crawler Excavator, EC300	EC300
High Reach Demolition Crawler Excavators	
High Reach Demolition Crawler Excavator, EC380	EC380

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Volvo Construction Equipment Description of Item	Make/Model Number
High Reach Demolition Crawler Excavator, EC480	EC480
High Reach Demolition Crawler Excavator, EC700	EC700
Short Radius Crawler Excavators	
Short Radius Crawler Excavator, ECR145	ECR145
Short Radius Crawler Excavator, ECR235	ECR235
Short Radius Crawler Excavator, ECR305	ECR305
Pipelayers	
Pipelaye, PL3005	PL3005
Pipelaye, PL4608	PL4608
Pipelaye, PL4809	PL4809

5/5

Volvo Construction Equipment Description of Item	Make/Model Number
Compact Excavators	
Compact Excavator, EC20	EC20
Compact Excavator, EC35	EC35
Compact Excavator, EC55	EC55
Compact Excavator, ECR25	ECR25
Compact Excavator, ECR38	ECR38
Compact Excavator, ECR58	ECR58
Compact Excavator, ECR88	ECR88
Pavers	
Wheeled Paver, PF2181	PF2181
Tracked Paver, PF4410	PF4410
Tracked Paver, P7110	P7110
Wheeled Paver, P7170	P7170
Tracked Paver, ABG7820	ABG7820
Tracked Paver, ABG8820	ABG8820
Small Double Drum Asphalt Rollers	
Small Double Drum Asphalt Roller, DD15	DD15
Small Double Drum Asphalt Roller, DD25	DD25
Large Double Drum Asphalt Rollers	
Large Double Drum Asphalt Roller, DD70	DD70
Large Double Drum Asphalt Roller, DD110	DD110
Large Double Drum Asphalt Roller, DD120	DD120
Large Double Drum Asphalt Roller, DD140	DD140
Pneumatic Tired Asphalt Roller, PT125	PT125
Small Single Drum Soil Compactors	
Small Single Drum Soil Compactor, SD45	SD45
Large Single Drum Soil Compactors	
Large Single Drum Soil Compactor, SD75	SD75
Large Single Drum Soil Compactor, SD115	SD115
Large Single Drum Soil Compactor, SD160	SD160
Large Single Drum Soil Compactor, SD200	SD200

2. AMENDMENT/MODIFICATION NO. P00103	3. EFFECTIVE DATE See Blk. 18C SPM8E1	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable) S3915A
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098 USA Initiator: MaryLynn ORZECZOWSKI PEPCDAF Tel: 215-737-7560 FAX: 215-737-0396 Email: MARYLYNN.ORZECZOWSKI@DLA.MIL	7. ADMINISTERED BY (If other than Item 6) DCMA PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427 USA		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, LLC 312 VOLVO WAY SHIPPENSBURG PA 17257-9209 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM8EC-12-D-0012
		10B. DATED (SEE ITEM 13) 2012 AUG 21

CODE 1X0J7 FACILITY CODE

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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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 Economic Price Adjustment Standard Supplies (JAN 1997) and Addition/Deletion of Items Clause
	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) STEPHANIE MCCALL, FEDERAL VOLVO CE BUSINESS DIRECTOR	15B. CONTRACTOR/OFFEROR Stephanie McCall (Signature of person authorized to sign)	15C. DATE SIGNED 12/18/2013	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH HENRY	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/18/13
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1. IN ACCORDANCE WITH THE ADDITION/DELETION OF ITEMS IN CONTRACT ON PAGES 27 AND 28 OF THE SOLICITATION, VOLVO MODELS L250, MC60, MC70, MC85, MCT85, MC95, EC220 (CRAWLER EXCAVATOR), EC480 (DEMOLITION HIGH REACH), PL3005, (PIPE LAYER), P7110 (PAVER), P7170 (PAVER), PT240 (LG PNEUMATIC TIRE COMPACTORS), DD15, DD25 (SM COMPACTORS), DD110, DD120, AND DD140 (LG COMPACTORS), SD75 AND SD115 (SOIL COMPACTORS) ARE HEREBY INCORPORATED INTO SUBJECT CONTRACT.

VOLVO MODELS EW230, EC210, EC240, EC290, EC330, EC360, EC460 (CRAWLER EXCAVATORS), EC210, EC240, EC290 (LONG REACH CRAWLER EXCAVATORS), EC210, EC240, EC290, EC360, EC460, EC700 (DEMOLITION/SCRAP CRAWLER EXCAVATORS), EC360, EC460, FC241, FC2924, FC3329 (HIGH REACH CRAWLER EXCAVATORS), DD22, DD24, SD100 SD105, AND SD116 (COMPACTORS) ARE HEREBY DELETED.

2. IN ACCORDANCE WITH FAR 52.216-2 ECONOMIC PRICE ADJUSTMENT STANDARD SUPPLIES (JAN 1997), SCHEDULE OF SUPPLIES ON PAGES 16-18 ARE REPLACED BY PAGES 3 THRU 8 OF SUBJECT MODIFICATION TO REFLECT THE CURRENT PRICING OF BASIC CONTRACT.

CONTINUED ON NEXT PAGE

Description of Item	Make/Model Number
1. Articulated Hauler	A25F
2. Articulated Hauler	A30F
3. Articulated Hauler	A35F
4. Articulated Hauler	A40F
5. Wheel Loader	L50
6. Wheel Loader	L60
7. Wheel Loader	L70
8. Wheel Loader	L90
9. Wheel Loader	L110
10. Wheel Loader	L120
11. Wheel Loader	L150
12. Wheel Loader	L180
13. Wheel Loader	L220
15. Wheel Loader	L350
16. Compact Wheel Loader	L20
17. Compact Wheel Loader	L25
18. Compact Wheel Loader	L30
19. Compact Wheel Loader	L35

20. Compact Wheel Loader	L45
21. Skid Steer Loader	MC110
22. Skid Steer Loader	MC115
23. Skid Steer Loader	MCT125
24. Skid Steer Loader	MC135
25. Skid Steer Loader	MCT135
26. Backhoe Loader	BL60
27. Backhoe Loader	BL70
28. Motor Grader	G930
29. Motor Grader	G940
30. Motor Grader	G946
31. Motor Grader	G960
32. Motor Grader	G970
33. Motor Grader	G976
34. Motor Grader	G990
35. Wheeled Excavator	EW160
36. Wheeled Excavator	EW180
37. Wheeled Excavator	EW210

Description of Item	Make/Model Number
38. Crawler Excavator	EW230
39. Crawler Excavator	EC140
40. Crawler Excavator	EC160
41. Crawler Excavator	EC210
42. Crawler Excavator	EC240
43. Crawler Excavator	EC250
44. Crawler Excavator	EC290
45. Crawler Excavator	EC300
46. Crawler Excavator	EC330
47. Crawler Excavator	EC340
48. Crawler Excavator	EC360
49. Crawler Excavator	EC460
50. Crawler Excavator	EC700
51. Long Reach Crawler Excavator	EC280
52. Long Reach Crawler Excavator	EC240
53. Long Reach Crawler Excavator	EC250
54. Long Reach Crawler Excavator	EC290
55. Long Reach Crawler Excavator	EC330

56. Demolition/Scrap Crawler Excavator	EC210		DELETED			
57. Demolition/Scrap Crawler Excavator	EC240		DELETED			
58. Demolition/Scrap Crawler Excavator	EC290		DELETED			
59. Demolition/Scrap Crawler Excavator	EC360		DELETED			
60. Demolition/Scrap Crawler Excavator	EC460		DELETED			
61. Demolition/Scrap Crawler Excavator	EC700		DELETED			
62. High Reach Demolition Crawler Excavator	EC360		DELETED			
63. High Reach Demolition Crawler Excavator	EC460		DELETED			
64. High Reach Demolition Crawler Excavator	EC700					
65. High Reach Demolition Crawler Excavator	FC241		DELETED			
66. High Reach Demolition Crawler Excavator	FC2924		DELETED			
67. High Reach Demolition Crawler Excavator	FC3329		DELETED			
68. Short Radius Excavator	EC145					
69. Short Radius Excavator	EGR235					
70. Short Radius Excavator	EGR305					
71. Pipelayers	PL4608					
72. Pipelayers	PL4511					
73. Compact Excavator	EC20					
74. Compact Excavator	EC35					
75. Compact Excavator	EC55					
76. Compact Excavator	ECR28					

77. Compact Excavator	ECR38
78. Compact Excavator	ECR58
79. Compact Excavator	ECR88
80. Highway Pavers Wheeled	PF2181
81. Highway Pavers Wheeled	PF4410
82. Highway Pavers Wheeled	PF6110
83. Highway Pavers Wheeled	PF6160
84. Highway Pavers Wheeled	PF6170
85. Highway Pavers Tracked	ABG7820
86. Highway Pavers	ABG8820
87. Milling Wheeled	MW500
88. Milling Tracked	MWT2000
89. Small Asphalt Compactors	CR24
90. Small Asphalt Compactors	CR30
91. Small Asphalt Compactors	DD14

92. Small Asphalt Compactors	DD16					
93. Small Asphalt Compactors	DD22		DELETED			
94. Small Asphalt Compactors	DD24		DELETED			
95. Small Asphalt Compactors	DD29					
96. Small Asphalt Compactors	DD31					
97. Small Asphalt Compactors	DD38					
98. Large Asphalt Compactors	DD70					
99. Large Asphalt Compactors	DD90					
100. Large Asphalt Compactors	DD112					
101. Large Asphalt Compactors	DD118					
102. Large Asphalt Compactors	DD132					
103. Large Asphalt Compactors	DD138					

104. Large Asphalt Compactors Pneumatic Tired	PT125					
105. Small Soil Compactors	SD25					
106. Small Soil Compactors	SD45					
107. Large Soil Compactors	SD70					
108. Large Soil Compactors	SD75					
109. Large Soil Compactors	SD77					
110. Large Soil Compactors	SD100		DELETED			
111. Large Soil Compactors	SD105		DELETED			
112. Large Soil Compactors	SD115					
113. Large Soil Compactors	SD116		DELETED			
114. Large Soil Compactors	SD160					
115. Large Soil Compactors	SD200					

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE 1	OF 3	PAGES
2. AMENDMENT/MODIFICATION NO. P00102		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) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: MaryLynn ORZECHOWSKI PEPCDAF Tel: 215-737-7560 FAX: 215-737-0396 Email: MARYLYNN.ORZECOWSKI@DLA.MIL		CODE SPM8E1	7. ADMINISTERED BY (If other than Item 6) DCMA PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427 USA Administrator: [REDACTED] Email: [REDACTED]		CODE	S3915A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, LLC 312 VOLVO WAY SHIPPENSBURG PA 17257-9209 USA			(X)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM8EC-12-D-0012		
				10B. DATED (SEE ITEM 13) 2012 AUG 21		
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(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.

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MaryLynn ORZECHOWSKI PEPCDAF	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Mary Lynn Orzechowski (Signature of Contracting Officer)	2013 MAR 26

Modification is hereby issued to incorporate additional manufacturing facilities into the basic contract as shown on page 3 of this modification.

CONTINUED ON NEXT PAGE

L60G	EC55C	PF2181	G930B
L70G	ECR88	PF4410	G940B
L90G	EC140DL	PF6110	G946B
L110G	EC220DL	PF6160	G960B
L120G	EC250DL	PF6170	G970
L150G	EC300DL	MT2000	G976
L180G	EC340DL	CR24	G990
L220G	EC380DL	CR30	SD25
L250G	EC480DL	DD14	SD45
L350F	EC700CL	DD16	SD70
	EC220DLR	DD25	SD75
	EC250DLR	DD29	SD77
	EC300DLR	DD31	SD116
	EC380DHR	DD38	SD160
	EC480DHR	DD70	SD200
	EC700HRD	DD90	
	ECR145DL	DD112	
	ECR236DL	DD118	
	ECR305CL	DD132	
	PL300SD	DD138	
	PL4608	PT125	
	PL4611	PT240	
EC20C	A25F	BL60B	A25F
EC35C	A30F	BL70B	A30F
ECR28	A35F		
ECR38	A40F		
ECR58			
L20F	MC60C	MW500	
L25F	MC70C	ABG7820	
L30ZD	MC85C	ABG8820	
L35ZD	MCT85C		
L45GS	MC95C		
L50GS	MC110C		
EC160DL	MC115C		
EW160D	MCT125C		
EW180D	MC135C		
EW210D	MCT135C		
Key - Color Coding			
	Restricted Manufacturing Location - NOT APPROVED for Federal Government/ DLA Orders		
	Plant/ Manufacturing Production Sites		
	Material produced in more than one site (yellow indicates plant of origin for Federal Customers)		
Last Updated: 3/22/2013			

2. AMENDMENT/MODIFICATION NO. P00101	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) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Judith HENRY PEPCDA3 Tel: 215-737-7256 FAX: 215-737-0396 Email: JUDITH.HENRY@DLA.MIL	CODE SPM8E1	7. ADMINISTERED BY (If other than Item 6)	CODE S3915A
		DCMA PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427 USA	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, LLC 312 VOLVO WAY SHIPPENSBURG PA 17257-9209 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
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		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM8EC-12-D-0012
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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) FAR 43.103(b)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith HENRY PEPCDA3		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Judith Henry</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2013 FEB 04

The Administration Location Code is changed from
S2404A
DCMA MANASSAS
10500 BATTLEVIEW PKWY
SUITE 200
MANASSAS VA 20109-2342
USA

to
S3915A
DCMA PHILADELPHIA
PO BOX 11427
PHILADELPHIA PA 19111-0427
USA
as indicated in Block 7.

BLOCK 9 OF SUBJECT CONTRACT IS REVISED TO READ AS FOLLOWS:

Volvo Construction and Equipment Company
312 Volvo Way
Shippensburg, PA 17257-9209

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

PID Data - Custom Clause

Insert (copy and paste) text for – PID information here

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

1. REQUISITION NUMBER
IQC11017009010

PAGE 1 OF
21

2. CONTRACT NO. **SPM8EC-12-D-0012**

3. AWARD/EFFECTIVE DATE
2012 AUG. 21

4. ORDER NUMBER

5. SOLICITATION NUMBER
SPM8EC11R0003

6. SOLICITATION ISSUE DATE
08/08/2011

7. FOR SOLICITATION INFORMATION CALL: **JUDITH HENRY**

a. NAME

b. TELEPHONE NUMBER (No collect calls)
216-737-7256

8. OFFER DUE DATE/ LOCAL TIME
09/16/2011

9. ISSUED BY
**DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN)
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5098**

CODE **SPM8E1**

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **333924**

HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: **750**

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A)

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

12. DISCOUNT TERMS

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

CODE

16. ADMINISTERED BY
DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200, MANASSAS, VA 20109-2342

CODE **S2404A**

17a. CONTRACTOR/ OFFEROR CODE **1X0J7** FACILITY CODE

**Volvo Construction Equipment North America
One Volvo Drive
Ashville, NC 28803**

18a. PAYMENT WILL BE MADE BY
**DFAS BVD (SL4701)
P.O. BOX 369031
COLUMBUS, OH 43236-9031**

CODE **SL4701**

TELEPHONE NO. **(828)-650-2000**

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGES 17 THRU 21				
(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)
776,000,000 (ESTIMATED)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 62.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 62.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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

29. AWARD OF CONTRACT: REF. **VOLVO'S** OFFER DATED **09/06/2011**. YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Stephanie McCall

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

30b. NAME AND TITLE OF SIGNER (Type or print)
**Stephanie McCall
Government Sales & Marketing Manager**

30c. DATE SIGNED
8/19/2012

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

31c. DATE SIGNED
8/21/2012

Volvo Construction Equipment North America, LLC

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-0003, as amended by Amendments 0001 and 0002 and 0003. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Construction Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0003, 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 telephone conversation on 06/19/12 of the change.

d. The product base list unit prices set forth in the contractor's proposal dated 9/6/11 and the final proposal discounts dated 06/21/12 are applicable to the items specified in this contract and are shown on pages 17 thru 21.



The proposed product list unit prices are from Volvo's  Commercial Price List

e. 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

f. Volvo's Commercial Subcontracting Plan which was approved by a Contracting Officer from DLA Troop Support is valid through 09/30/12.

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 (\$776,000,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all of the Construction

Equipment contracts to be awarded under SPM8EC-11-R-0003. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$976,000,000.00.

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 in 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 9/06/11 and the final proposal discounts dated 06/21/12 are applicable to the items specified on pages 17 thru 21 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 [REDACTED]
- b. Prompt Payment Procedures apply.
- c. **Remittance Address:** The Contractor's remittance address is as follows:

Volvo Construction Equipment North America
One Volvo Drive
Ashville, NC 28803

6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) in Manassas, VA.

ADDENDUM TO FAR 52.212-4

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 [REDACTED] 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.

[X] 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:

*

*

*



(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:

(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 NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
*	[REDACTED]	DCMA PHILADELPHIA
*	[REDACTED]	DCMA Northern Europe
*	[REDACTED]	DCMA Korea

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

<u>ITEM NO.</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 must be approved in writing by the Contracting Officer.

* The Place of Performance, Inspection, Acceptance and Shipping Point for items 1 thru 114 will be determined up issuance of each delivery order.

WARRANTY



FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JULY 2012)

(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, Combatting 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) (Pub. L., 108-77, 108-78)

(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 shall check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 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 (FEB 2012) (Pub L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act - Reporting Requirements (JUL 2010) (Pub. L. 111-5). Applies to contracts funded under the Act.

 X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31U.S.C. 6101 note).

 X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

 X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 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. 110-61)

___ (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

 X (10) 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)

- (11) [Reserved]
- (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C.644).
 - (ii) Alternate I (NOV 2011)
 - (iii) Alternate II (NOV 2011)
- (13) (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.
- (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(4)).
- (15) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal;generally, this Alternate should be included. Add Alternate III for actions not reported in FPDS.]*
 - (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.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r))
- (17) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[Paragraph 19 is not applicable to DoD contracts and has been deleted. Paragraphs 20 and 21 are not applicable to DoD contracts at this time.]

- (20) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f)
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APRIL 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012)
- (25) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012)
- (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- (27) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
- (34) 52.222-54, Employment Eligibility Verification (JUL 2012) (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.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- (ii) Alternate I (DEC 2007) of 52.223-16
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving AUG 2011)(E.O. 13513)

[Paragraphs (39) - (41) are not applicable to DoD contracts and have been deleted.]

- (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
- (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
- (47) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer – Other than Central

- Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
 ___ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332.)
 ___ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

[Paragraph (51) is not applicable to DoD contracts and has been deleted.]

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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:

- ___ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247)
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 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) or (d) of this clause, the Contractor is not required to include 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))
- (ii) **52.219-8**, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (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). Flowdown required in accordance with Paragraph (f) of FAR 52.222-40.
- (viii) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*)
- (ix) **52.222-50**, Combatting 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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C.351, *et.seq.*)
- (xi) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et. seq.*)
- (xii) **52.222-54**, Employment Eligibility Verification (JULY 2012)
- (xiii) **52.226-6**, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with Paragraph (e) of FAR 52.226-6.

[Paragraph (xiv) is not applicable to DoD contracts and has been deleted.]

(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.

[If the acquisition uses American Recovery and Reinvestment Act funds, ALT II (OCT 2010) of FAR 52.212-5 applies.]

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUNE 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) **252.203-7000, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)(Section 847 of Pub. L. 110-81)**
- (2) **252.203-7003, Agency Office of the Inspector General (Apr 2012) (Section 6101 of Pub.L. 110-252, 41 U.S.C. 3509 note)**
- (3) **252.205-7000, Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)**
- (4) **252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (June 2012) (15 U.S.C. 637)**
- (5) **252.219-7004, Small Business Subcontracting Plan (Test Program) (Jan 2011) (15 U.S.C. 637 note)**
- (6) (i) **252.225-7001, Buy American and Balance of Payment Program (June 2012) (41 U.S.C. Chapter 83, E.O. 10582)**
(ii) **Alternate I (Oct 2011) of 252.225-7001**
- (7) **252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b)**
- (8) **252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2012) (10 U.S.C. 2533b)**
- (9) **252.225-7012, Preference for Certain Domestic Commodities (June 2010) (10 U. S. C. 2533a)**
- (10) **252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a). [If checked, the full text of the clause will be included in the solicitation]**
- (11) **252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (June 2011) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).**
- (12) **252.225-7017, Photovoltaic Devices (May 2012) (Section 846 of Pub. L. 111-38)**
- (13) (i) **252.225-7021, Trade Agreements (June 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)**
(ii) **Alternate I (Oct 2011) of 252.225-7021**
(iii) **Alternate II (Oct 2011) of 252.225-7021**

- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- (15) X 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American--Free Trade Agreements--Balance of Payments Program (June 2012) (41 U.S.C.Chapter 83 and 19 U.S.C. 3301 note)
- (ii) ___ Alternate I (June 2012) of 252.225-7036
- (iii) ___ Alternate II (June 2012) of 252.225-7036
- (iv) ___ Alternate III (June 2012) of 252.225-7036
- (v) ___ Alternate IV (June 2012) of 252.225-7036
- (vi) ___ Alternate V (June 2012) of 252.225-7036
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (June 2012) (Section 862 of Pub.L 110-181, as amended by Section 853 of Pub.L. 10-417 and Sections 831 and 832 of Pub.L.111-383)
- (19) X 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).
- (20) ___ 252.227-7013, Rights in Technical Data - Noncommercial Items (Feb 2012), if applicable (see 227.7103-6(a))
- (21) X 252.227-7015, Technical Data -- Commercial Items (Dec 2011)(10 U.S.C. 2320).
- (22) X 252.227-7037, Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c))
- (23) X 252.232-7003, Electronic Submission of Payment Requests (Mar 2008)(10 U.S.C. 2227)
- (24) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub. L. 111-84)
- (25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410).
- (27) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (Oct 2010) (Section 807 of Public Law 111-84)
- (28) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110-417)
- (29)(i) X 252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C. 2631).
- (ii) ___ Alternate I (Mar 2000) of 252.247-7023.
- (iii) ___ Alternate II (Mar 2000) of 252.247-7023.
- (iv) ___ Alternate III (May 2002) of 252.247-7023.

(30) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(31) ___ 252.247-7027, Riding Gang Member Requirements (Oct 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (June 2012)

(Section 862 of Pub.L. 110-181, as amended by Section 853 of Pub.L. 110-417 and Sections 831 and 832 of Pub.L. 111-383)

(2) 252.227-7013, Rights in Technical Data - Noncommercial Items (Feb 2012), if applicable (see 227.7103-6(a))

(3) 252.227-7015, Technical Data - Commercial Items (Dec 2011), if applicable (see 227.7102-4(a))

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c))

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub L. 111-84)

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (Sep 2006)

(Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110-417)

(8) 252.247-7023, Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

		List Base Machine w/ Deletable Standards	Price Effective Date	DSCP Quote Discount %	DSCP FOB Quote \$
Line#	Model #				
Articulated Haulers					
1	A25				
2	A30				
3	A35				
4	A40				
Wheel Loaders					
5	L60				
6	L70				
7	L90				
8	L110				
9	L120				
10	L150				
11	L180				
12	L220				
13	L350				
Compact Wheel Loaders					
14	L20				
15	L25				
16	L30				
17	L35				
18	L45				
19	L50				
Skidsteer Loaders					
20	MC110				
21	MC115				
22	MC135				
23	MCT125				
24	MCT135				
Backhoe Loaders					
25	BL60				
26	BL70				

		List Base Machine w/ Deletable Standards	Price Effective Date	DSCP Quote Discount %			DSCP FOB Quote \$		
LINE#	MODEL #			[REDACTED]					
Long Reach Crawler Excavators									
52	EC210			[REDACTED]					
53	EC240			[REDACTED]					
54	EC250			[REDACTED]					
55	EC290			[REDACTED]					
56	EC300			[REDACTED]					
Demolition/Scrap Crawler Excavators									
57	EC210			[REDACTED]					
58	EC240			[REDACTED]					
59	EC290			[REDACTED]					
60	EC360			[REDACTED]					
61	EC460			[REDACTED]					
62	EC700			[REDACTED]					
High Reach Demolition Crawler Excavators									
63	EC360			[REDACTED]					
64	EC460			[REDACTED]					
65	EC700			[REDACTED]					
66	FC2421			[REDACTED]					
67	FC2924			[REDACTED]					
68	FC3329			[REDACTED]					
Pipelayers									
69	PL4608			[REDACTED]					
70	PL4611			[REDACTED]					
Compact Excavators									
71	EC20			[REDACTED]					
72	EC35			[REDACTED]					
73	EC55			[REDACTED]					
74	ECR28			[REDACTED]					
75	ECR38			[REDACTED]					
76	ECR58			[REDACTED]					
77	ECR88			[REDACTED]					

2012/24

		List Base Machine w/ Deletable Standards	Price Effective Date.	DSCP Quote Discount %	DSCP FOB Quote \$
LINE#	MODEL #				
	Highway Class Pavers				
78	PF2181 (Wheeled)				
79	PF4410 (Tracked)				
80	PF6110 (Tracked)				
81	PF6160 (Wheeled)				
82	PF6170 (Wheeled)				
83	ABG7820 (Tracked)				
84	ABG8820 (Tracked)				
	Milling				
85	MW500 (Wheeled)				
86	MT2000 (Tracked)				
	Small Asphalt Compactors				
87	CR24				
88	CR30				
89	DD14				
90	DD16				
91	DD22				
92	DD24				
93	DD29				
94	DD31				
95	DD38				
	Large Asphalt Compactors				
96	DD70				
97	DD90				
98	DD112				
99	DD118				
100	DD132				
101	DD138				
102	PT125 (Pneumatic Tired)				
	Small Soil Compactors				
103	SD25				
104	SD45				

		<div style="background-color: black; color: white; padding: 2px;"> List Base Machine w/ Detachable Standards </div>	Price Effective Date	DSCP Quote Discount %			DSCP FOB Quote \$			
LINE#	MODEL #									
Large Soil Compactors										
105	SD70									
106	SD77									
107	SD100									
108	SD105									
109	SD116									
110	SD160									
111	SD200									
Short Radius Excavators										
112	ECR145									
113	ECR235									
114	ECR305									