

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

1. REQUISITION NUMBER
IQC10327009047

PAGE 1 OF
19

2. CONTRACT NO.
SPE8EC-13-D-0012

3. AWARD/EFFECTIVE DATE
2013 MAY 31

4. ORDER NUMBER

5. SOLICITATION NUMBER
SPM8EC-11-R-0004

6. SOLICITATION ISSUE DATE
5 AUGUST 2011

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
CATHERINE E. FORD

b. TELEPHONE NUMBER (No collect calls)
215-737-7258

8. OFFER DUE DATE/ LOCAL TIME
12 SEPT 2011

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

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: 333120
 HUBZONE 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
[REDACTED]

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

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

15. DELIVER TO
TO BE SHOWN ON EACH ORDER

CODE

16. ADMINISTERED BY
DCMA MANASSAS 10500 BATTLEVIEW PKWY
MANASSAS, VA 20109

CODE

17a. CONTRACTOR/OFFEROR
TEREX CORPORATION
150 RIVERSIDE PARKWAY STE 203
FREDERICKSBURG, VA 22406-1094
TELEPHONE NO. 540-361-7755

CODE **4J2G1**

FACILITY CODE

18a. PAYMENT WILL BE MADE BY
DFAS BVDP
P.O. BOX 369031
COLUMBUS, OHIO 43236-9031

CODE **SL4701**

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 16 - 19 OF THIS CONTRACT					
(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)
327,500,000 (ESTIMATE)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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. **TEREX** OFFER DATED **22SEP11**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR


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


30b. NAME AND TITLE OF SIGNER (Type or print)
ERIC I COHEN
Senior Vice President

30c. DATE SIGNED
5/29/13

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

31c. DATE SIGNED
5/31/2013

TEREX CORPORATION**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-0004, 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 Cranes.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0004, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. The overseas preservation/packaging and additional commercial manual set pricing elements included in the solicitation are both hereby deleted from the basic contract. In the event that these requirements are applicable to a particular Request for Quotations (RFQs), they will be considered and competed upon the issuance of RFQs.

The contractor was advised via e-mail on 24 October 2012 of the change.

d. FAR 52.204-13, Central Contractor Registration Maintenance (DEC 2012) is hereby incorporated into the contract by reference on page 5. The dates of FAR 52.204-7 Central Contractor Registration (DEC 2012) and DFARS 252.204-7004, Alternate A, Central Contractor Registration (FEB 2013), have changed. These clauses are incorporated by reference on page 5.

e. The product base list unit prices set forth in the contractor's final proposal revision dated 28 March 2013 are applicable to the items specified in this contract and are shown on pages 16 – 19 of this contract.

The proposed product base list unit prices are from Terex's [REDACTED] Commercial Price List.

f. Terex's Commercial Subcontracting Plan which was approved by GSA on 20 February 2013 is valid through 31 December 2013 and is acceptable to DLA Troop Support.

g. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such

code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out.

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

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

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

2) CONTRACT PERIOD

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

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$327,500,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all the Crane contracts to be awarded under SPM8EC-11-R-0004, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$627,500,000.00.

3) DELIVERY ORDER LIMITATIONS

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

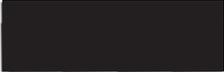
(b) **Maximum Order:** The Contractor is not obligated to honor -

- (1) Any order for a single item is excess of \$100,000,000.00
 - (2) Any order for a combination of items in excess of \$100,000,000.00; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.
- (c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

- (a) The product base list unit prices set forth in the contractor's final proposal revision dated 28 March 2013 are applicable to the items specified in this contract and are shown on pages 16 – 19 of this contract. It should be noted that volume discounts will be determined by Terex on a case-by-case basis.
- (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:
Terex Government Programs
13230 Collections Center Drive
Lock Box 13230
Chicago, IL 60693

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

ADDENDUM TO FAR 52.212-4

FAR 52.204-13 - Central Contractor Registration Maintenance (DEC 2012)

FAR 52.204-7 – Central Contractor Registration (DEC 2012)

DFARS 252.204-7004 – Alternate A, Central Contractor Registration (FEB 2013)

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 16-19 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

ALL

See Attachment A for complete List of Place of Performance 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: 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>
ALL	See Attachment A for complete List of Place of Government Inspection Locations and Government Inspection Offices.	

(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>
<input type="checkbox"/> (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.

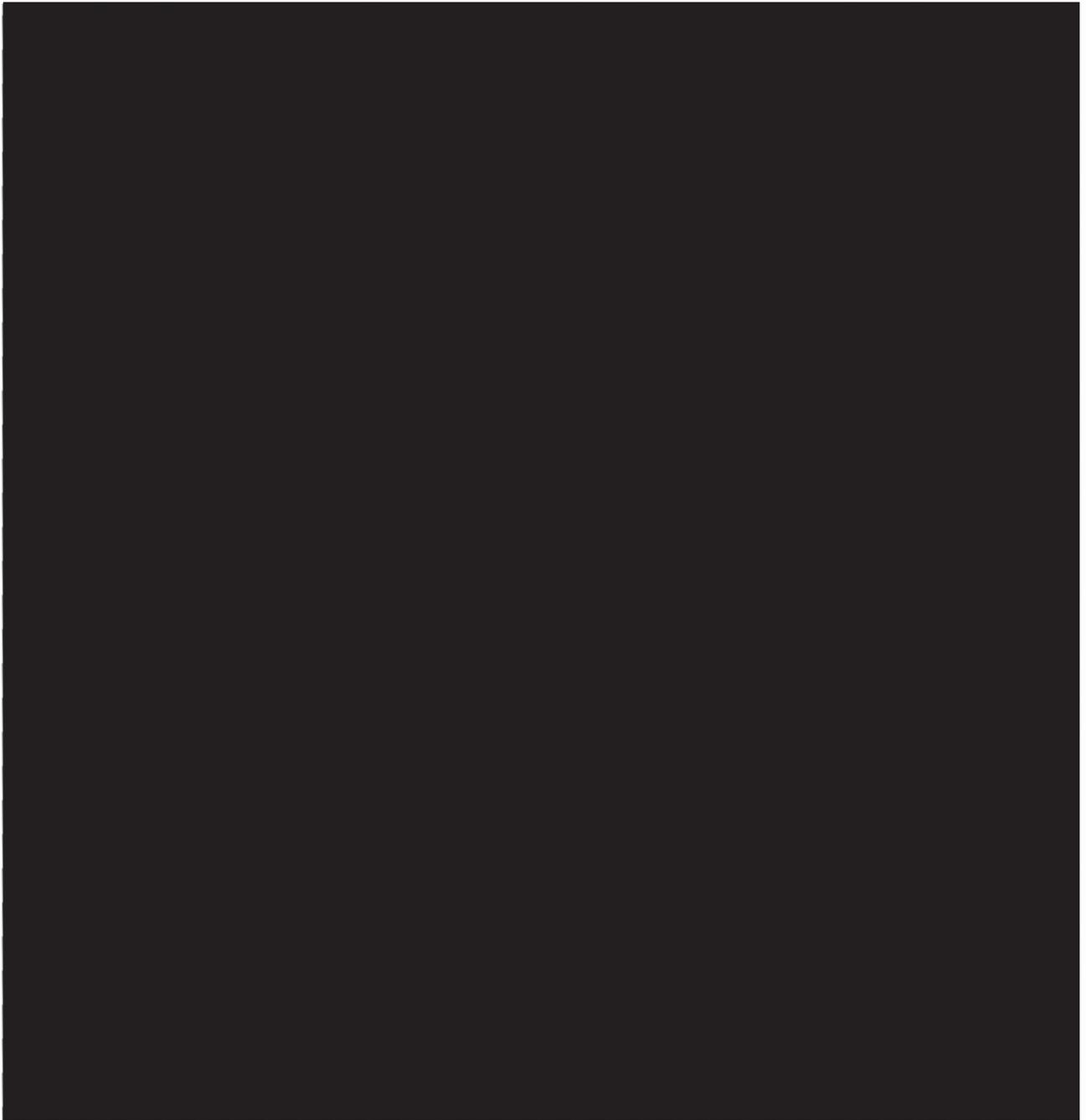
(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY. Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other 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 additional Place of Performance, Inspection and Acceptance location(s) other than listed in Attachment A must be approved in writing by the Contracting Officer. The Place of Performance, Inspection and Acceptance location will be specified in each individual delivery order.

WARRANTY:



FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JANUARY 2013)

(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.]

- (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).
- (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.)
- (4) **52.204-10** Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 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.
- (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).
- (7) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- (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).
- (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) (15U.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.
- X** **(14) 52.219-8**, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(4)).
- X** **(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.
- X** (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)).
- X** **(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)
- X** **(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)
- X** **(26) 52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- X** **(27) 52.222-19**, Child Labor - Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- X** **(28) 52.222-21**, Prohibition of Segregated Facilities (FEB 1999).

- X (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- X (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
- X (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.]

- X (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).
- X (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) **52.222-17**, Nondisplacement of Qualified Workers (JAN 2013)(E.O. 13495)
- ___ (8) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247)
- ___ (9) **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) **52.211-17**, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flowdown required in accordance with Paragraph (1) of FAR 52.222-17.
- (iv) **52.222-26**, Equal Opportunity (MAR 2007)(E.O. 11246);
- (v) **52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212);
- (vi) **52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010)(29U.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 (JUL 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 (May 2013)

(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) **52.203-7000**, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)(Section 847 of Pub. L. 110-81)

(2) **52.203-7003**, Agency Office of the Inspector General (Dec 2012) (Section 6101 of Pub.L. 110-252, 41 U.S.C. 3509 note)

(3) **52.205-7000**, Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)

(4) **52.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (Aug 2012) (15 U.S.C. 637)

(5) **52.219-7004**, Small Business Subcontracting Plan (Test Program) (Jan 2011)(15 U.S.C. 637 note)

(6) (i) **52.225-7001**, Buy American and Balance of Payment Program (Dec 2012)(41 U.S.C. Chapter 83, E.O. 10582)

(ii) Alternate I (Oct 2011) of 252.225-7001

(7) **52.225-7008**, Restriction on Acquisition of Specialty Metals (Mar 2013) (10 U.S.C. 2533b)

(8) **52.225-7009**, Restriction on Acquisition of Certain Articles Containing Specialty Metals (Mar 2013) (10 U.S.C. 2533b)

(9) **52.225-7012**, Preference for Certain Domestic Commodities (FEB 2013) (10 U. S. C. 2533a)

(10) **52.225-7015**, 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) **52.225-7016**, 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 (Dec 2012) (Section 846 of Pub. L. 111-38)
- (13) (i) X 252.225-7021, Trade Agreements (Dec 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 (Dec 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 (Nov 2012) of 252.225-7036
- (iv) ___ Alternate III (June 2012) of 252.225-7036
- (v) ___ Alternate IV (Nov 2012) of 252.225-7036
- (vi) ___ Alternate V (Nov 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 (May 2013), if applicable (see 227.7103-6(a))
- (21) X 252.227-7015, Technical Data -- Commercial Items (May 2013)(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 (Dec 2012)(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) X **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 (may 2013), if applicable (see 227.7103-6(a))

(3) **252.227-7015**, Technical Data - Commercial Items (May 2012), 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)

SCHEDULE OF SUPPLIES:

SEE PAGES 16 THRU 19

ITEM#	Description of Item	Terex Cage Code: 4J2G1 Make/Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
1	ALL TERRAIN CRANE	AC40-2					
2	ALL TERRAIN CRANE	AC40-2L					
3	ALL TERRAIN CRANE	AC60-3					
4	ALL TERRAIN CRANE	AC60-3L					
5	ALL TERRAIN CRANE	AC100					
6	ALL TERRAIN CRANE	100-4L					
7	ALL TERRAIN CRANE	AC140					
8	ALL TERRAIN CRANE	AC140 COM					
9	ALL TERRAIN CRANE	AC160-2					
10	ALL TERRAIN CRANE	AC200-1					
11	ALL TERRAIN CRANE	AC250-1					
12	ALL TERRAIN CRANE	AC350-6					
13	ALL TERRAIN CRANE	AC500-2					
14	ALL TERRAIN CRANE	AC700					
15	ALL TERRAIN CRANE	CH3160					
16	CRAWLER CRANE	CC2400-1					
17	CRAWLER CRANE	CC2800-1					
18	TELESCOPIC TRUCK CRANE	T340-1					
19	TELESCOPIC TRUCK CRANE	T340-1XL					
20	TELESCOPIC TRUCK CRANE	T560					
21	TELESCOPIC TRUCK CRANE	T780					
22	BOOM TRUCK CRANE	BT2047					
23	BOOM TRUCK CRANE	BT2057					
24	BOOM TRUCK CRANE	BT3063					
25	BOOM TRUCK CRANE	BT3870					
26	BOOM TRUCK CRANE	BT4792					
27	BOOM TRUCK CRANE	BT7077					
28	BOOM TRUCK CRANE	BT28106					
29	BOOM TRUCK CRANE	BT70100					
30	BOOM TRUCK CRANE	Crossover4500					
31	BOOM TRUCK CRANE	Crossover6000					
32	BOOM TRUCK CRANE	RM4792					

ITEM#	Description of Item	Terex Cage Code: 4J2G1 Make/Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
33	BOOM TRUCK CRANE	RS70100					
34	BOOM TRUCK CRANE	TM3851					
35	TRUCK MOUNTED CRANE	5300 50m					
36	TRUCK MOUNTED CRANE	5300 60m					
37	TRUCK MOUNTED CRANE	TC40					
38	TRUCK MOUNTED CRANE	TC40L					
39	TRUCK MOUNTED CRANE	TC60OVSS					
40	TRUCK MOUNTED CRANE	TC60LOVSS					
41	ROUGH TERRAIN CRANE	A600-1					
42	ROUGH TERRAIN CRANE	RC30-1					
43	ROUGH TERRAIN CRANE	RC45-1					
44	ROUGH TERRAIN CRANE	RT35					
45	ROUGH TERRAIN CRANE	RT100					
46	ROUGH TERRAIN CRANE	RT110					
47	ROUGH TERRAIN CRANE	RT130					
48	ROUGH TERRAIN CRANE	RT230-1					
49	ROUGH TERRAIN CRANE	RT230-1XL					
50	ROUGH TERRAIN CRANE	RT345-1XL					
51	ROUGH TERRAIN CRANE	RT555-1					
52	ROUGH TERRAIN CRANE	RT670					
53	ROUGH TERRAIN CRANE	RT780					
54	CAB DOWN CRANE	CD225-1					
55	CAB DOWN CRANE	CD225 HMC					
56	REACH STACKER	CS7.5S6					
57	REACH STACKER	CS45KL					
58	REACH STACKER	CS45KM					
59	REACH STACKER	CS45KS					
60	REACH STACKER	RS55					
61	REACH STACKER	RS60					
62	REACH STACKER	TFC45H C					
63	REACH STACKER	TFC45HC C					
64	REACH STACKER	TFC45HC S					

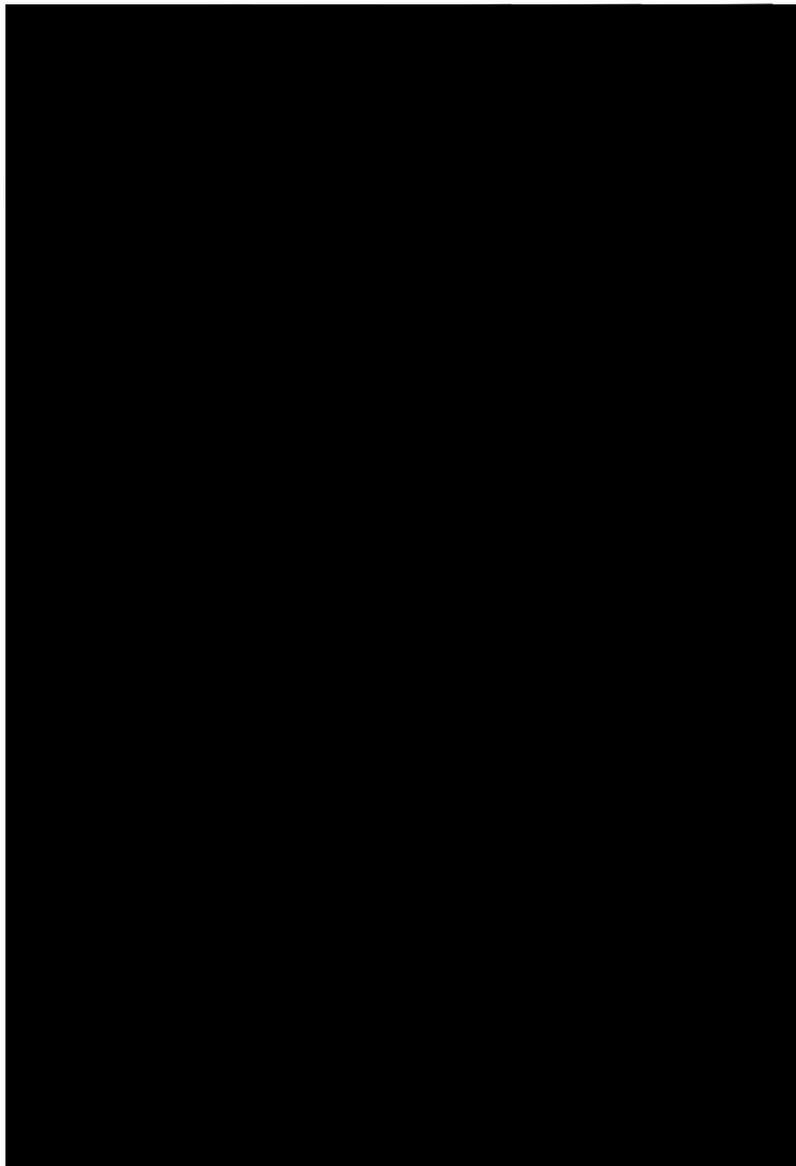


ITEM#	Description of Item	Terex Cage Code: 4J2G1 Make/Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
65	REACH STACKER	TFC45RH C					
66	REACH STACKER	TFC45RHC C					
67	REACH STACKER	TFC45RhcS					
68	REACH STACKER	TFC46MhcC					
69	REACH STACKER	TFC46MhcS					
70	REACH STACKER	TFC46MSXC					
71	REACH STACKER	YFC46MSXS					
72	REACH STACKER	TFCMXhcC					
73	REACH STACKER	TFC46MXhcS					
74	AUGER DRILL	330-12					
75	NON-OVERCENTER AERIAL DEVICE	LT38P					
76	NON-OVERCENTER AERIAL DEVICE	LT40P					
77	NON-OVERCENTER AERIAL DEVICE	TC55					
78	NON-OVERCENTER AERIAL DEVICE	TCX55					
79	NON-OVERCENTER AERIAL DEVICE	TL45M					
80	NON-OVERCENTER AERIAL DEVICE	TL50M					
81	NON-OVERCENTER AERIAL DEVICE	TL50P					
82	NON-OVERCENTER AERIAL DEVICE	TL55M					
83	NON-OVERCENTER AERIAL DEVICE	TM105					
84	NON-OVERCENTER AERIAL DEVICE	TM125					
85	NON-OVERCENTER AERIAL DEVICE	L13I					
86	NON-OVERCENTER AERIAL DEVICE	LTM40					
87	OVERCENTER AERIAL DEVICE	HR37M					
88	OVERCENTER AERIAL DEVICE	HR42					
89	OVERCENTER AERIAL DEVICE	HRX55					
90	OVERCENTER AERIAL DEVICE	SCM55					
91	OVERCENTER AERIAL DEVICE	XT55					
92	OVERCENTER AERIAL DEVICE	XT60 ORA					
93	OVERCENTER AERIAL DEVICE	XT60/70					
94	DIGGER DERRICK W/BOOM TIP WINCH	C4045PG					
95	DIGGER DERRICK W/TURNTABLE WINCH	C4045TM					
96	DIGGER DERRICK W/BOOM TIP WINCH	C4047PG					

ITEM#	Description of Item	Terex Cage Code: 4J2G1 Make/Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
97	DIGGER DERRICK W/TURNTABLE WINCH	C4047TM	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
98	DIGGER DERRICK W/TURNTABLE WINCH	C4050TM					
99	DIGGER DERRICK	C6054					
100	DIGGER DERRICK	C6060					
101	DIGGER DERRICK	GENERAL 65					

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINTS:

PLACES OF PERFORMANCE:



GOVERNMENT INSPECTION OFFICES:

DCMA Southern Europe
(Germany)

DCMA Southern Europe
(Germany)

DCMA Southern Europe
(Germany)

DCMA Southern Europe
(Germany)

DCMA Twin Cities

DCMA Twin Cities