

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER IQC11017009010	PAGE 1 OF 18	
2. CONTRACT NO. SPE8EC-15-D-0001	3. AWARD/EFFECTIVE DATE 2014 NOV. 4	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM8EC-11-R-0003	6. SOLICITATION ISSUE DATE 08/08/2011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Arla Gessner	b. TELEPHONE NUMBER (No collect calls) 215-737-7252	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 SPE8EC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS. 333924 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD: 760			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING To Be Shown On Each Order		
15. DELIVER TO TO BE SHOWN ON EACH ORDER		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR ATLANTIC DIVING SUPPLY (DBA ADS INC.) 621 LYNNHAVEN PARKWAY, SUITE 400 VIRGINIA BEACH, VA 23452 TELEPHONE NO. 767- 452-4484		CODE 1CAY9	FACILITY CODE	18. ADMINISTERED BY DCMA HAMPTON-2000 ENTERPRISE PARKWAY, SUITE 200, HAMPTON, VA 23666		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DFAS BVD (SL4701) P.O. BOX 369031 COLUMBUS, OH 43236-9031		CODE SL4701		
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGES 14-18					
(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) 778,000,000 (ESTIMATE)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. ADS' OFFER DATED 08/31/2011. YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: CONS. EQUIP			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) M. Evans McMillion Asst. General Counsel		30c. DATE SIGNED 10/30/14	31b. NAME OF CONTRACTING OFFICER (Type or print) LOUIS COOKER		31c. DATE SIGNED 11/4/2014	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1449 (REV. 7/2012) Prescribed by GSA - FAR (48 CFR) 63.212		

Atlantic Diving Supply Incorporated dba ADS**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, 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 e-mail on 08/12/2014 of the change.

d. DFARS 252.204-7004, Alternate A, System for Award Management, has been updated to Feb 2014 and is hereby incorporated into this document by reference on page 4.

e. The product base list unit prices set forth in the contractor's proposal dated 09/16/2014 and the final proposal discounts dated 09/19/2014 are applicable to the items specified in this contract and are shown on pages 14-18 of this contract

[REDACTED]

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

The negotiated discounts on pages 14-18 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order solicited and awarded under the contract. At any time, the contractor can offer discounts greater than the discounts negotiated in the contract.

f. DFARS 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items which was included in solicitation SPM8EC-11-R-0003 has been deleted. However, the applicable contract clauses previously contained within this clause are incorporated by reference in the Addendum to FAR 52.212-4 on pages 4 & 5.

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 (\$776,000,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all the Construction Equipment contracts to be awarded under SPM8EC-11-R-0003, not this contract alone. 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 is excess of \$100,000,000.00
 - (2) Any order for a combination of items in excess of \$100,000,000.00; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.
- (c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

- (a) The product base list unit prices set forth in the contractor's proposal dated 09/16/2014 and the final proposal discounts dated 09/19/2014 are applicable to the items specified in this contract and are shown on pages 14-18 of this contract.
- (b) Additions to the above items. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract items shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

5) PAYMENT

- a. **Terms.** Payment terms are 
- b. Prompt Payment Procedures apply.
- c. **Remittance Address:** The Contractor's remittance address is as follows: See block 17a

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

ADDENDUM TO FAR 52.212-4

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

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

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

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

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

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

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

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

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

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

(ii) ___ Alternate I Reserved

(iii) ___ Alternate II (Oct 2011) of 252.225-7021

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

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

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

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

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

DFARS 252.243-7002, Requests for Equitable Adjustment (Dec 2012)(10 U.S.C. 2410).

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

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

(iii) ___ Alternate II (Apr 2014) of 252.247-7023.

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 14-18 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:

<u>ITEM</u>	<u>PLANT NAME AND ADDRESS</u>
*	MQ Corporate Headquarters 18910 Wilmington Avenue Carson, CA 90746
*	MQ Lewisville, TX 1800 Waters Ridge Drive, Suite 500 Lewisville, TX 75057
*	MQ Boise, ID 6850 South Business Way Boise, ID 83716
*	MQ Honey Brook, PA 2470 Conestoga Avenue Honey Brook, PA 19344
*	MQ/DMC, KY 1450 Minor Road Danville, KY 40422
*	MQ/Saddle Creek Warehouse 6499 Saddle Road Harrisburg, NC 28075

(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>
*	MQ Corporate Headquarters 18910 Wilmington Avenue Carson, CA 90746	DCMA Santa Ana, S0513A
*	MQ Lewisville, TX 1800 Waters Ridge Drive, Suite 500 Lewisville, TX 75057	DCMA Dallas, S4402A
*	MQ Boise, ID 6850 South Business Way Boise, ID 83716	DCMA Denver, S0602A
*	MQ Honey Brook, PA 2470 Conestoga Avenue Honey Brook, PA 19344	DCMA Philadelphia, S3915A
*	MQ/DMC, KY 1450 Minor Road Danville, KY 40422	DCMA Dayton, S3605A
*	MQ/Saddle Creek Warehouse 6499 Saddle Creek Court Harrisburg, NC 28075	DCMA Hampton, S5111A

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

ITEM PLANT NAME AND ADDRESS GOVERNMENT INSPECTION OFFICE

(3) At destination

(d) Place of Acceptance:

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

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

(3) At destination by the receiving authority.

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

other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.

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

(2) As shown below:

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

*The Place of Performance for Items 1 through 110 will be determined upon the issuance of each delivery order.

FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUL 2014)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g))
 _____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

_____ (5) [Reserved]

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

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

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

- (9) 52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) 52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (11) 52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (12) 52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (13)** [Reserved]
- (14) (i) 52.219-6**, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- (ii)** Alternate I (Nov 2011).
- (iii)** Alternate II (Nov 2011).
- (15) (i) 52.219-7**, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii)** Alternate I (Oct 1995) of 52.219-7.
- (iii)** Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8**, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9**, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).
- (ii)** Alternate I (Oct 2001) of 52.219-9.
- (iii)** Alternate II (Oct 2001) of 52.219-9.
- (iv)** Alternate III (July 2010) of 52.219-9.
- (18) 52.219-13**, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14**, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16**, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) (i) 52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii)** Alternate I (June 2003) of 52.219-23.
- (22) 52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (25) 52.219-28**, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) + (E.O.s 13423 and 13514
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-

182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) **52.219-8**, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to

small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) **52.222-35**, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) **52.222-36**, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) **52.222-37**, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

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

(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.

Line	Description of Item	Make/Model Number	Delivery Days	Price List Page#	2014 Base List Price	% of Disc (Base Unit/1 EA)	DLA Discounted Price
1	3100 lb. centrifugal force, Vanguard diesel, 35.7" drum width	AR13DR					
2	3100 lb. centrifugal force, Honda GX610, 35.7" drum width	AR13HAR					
3	Honda GX270, 130 Max. RPM	B46H90					
4	180Amp Portable Welder with rechargable battery	BDW180MC					
5	Backpack Motor, 2.5HP Honda	BP25H					
6	Zenith ZPP 1.6L gasoline engine; fuel injected	C30HDG					
7	C30HDG with EM98215KIT Wireless Remote Control - Installed	C30HDGWR					
8	Duetz F2L2011F diesel engine	C30HDZ					
9	C30HDZ with EM98216KIT Wireless Remote Control - Installed	C30HDZWR					
10	Honda GX-120, handle not included; 130 Max. RPM	CA4HC					
11	Honda GX-120, manual clutch, includes folding QuickPitch handle; 130 Max. RPM	CA4HM					
12	18.4 hp @ (Rated Speed), 24.5 hp (Gross) Kubota diesel Tier IV, 61dB(A), electric start, 16.4 Gallon Fuel Tank; EGS and Idle switch	DCA10SPXU4C - (10KW 120/240)					
13	Up to 480V, 713hp @ (Rated Speed), 796 hp (Gross), Volvo diesel Tier II, 74 dB(A); w/ECU, EGSI, 129 Gallon Fuel Tank; Low Coolant Shutdown, Emergency Stop Button and Idle switch	DCA600SSVC - (600KVA/480KW)					
14	Up to 480V, 1109hp @ (Rated Speed), 1158 hp (Gross), Komatsu diesel Tier II, 73dB(A); w/ECU, EGS, 129 Gallon Fuel Tank; Low Coolant Shutdown, Emergency Stop Button and Idle switch	DCA800SSK2C - (800KVA/640KW)					
15	340 DC Welder, 10.5KW Generator, Kubota Diesel T-4	DLW330X2					
16	Power Unit, Honda engine	DSGPULW					
17	230V 1-phase	EM120SME51					
18	230V 3-phase	EM120SME53					
19	Honda GX340	EM120SMH11					
20	115/230V 1-phase	EM70SE					

Line	Description of Item	Make/Model Number	Delivery Days	Price List Page#	2014 Base List Price	% of Disc (Base Unit/1 EA)	DLA Discounted Price
21	Honda GX160	EM70SH5					
22	Honda GX240	EM70SH8					
23	230V 1-phase	EM90SE					
24	Honda GX240	EM90SH8					
25	2" diameter, 13' handling hose	FXA50A4					
26	2" diameter, 20' handling hose	FXA50A6					
27	2.375" diameter, 13' handling hose	FXA60A4					
28	2.375" diameter, 20' handling hose	FXA60A6					
29	2.5KW 120V, Honda GX160, Recoil Start	GA25H					
30	135A DC Welder, 1.5 KW Generator, Honda GX200, Recoil Start	GAW135H					
31	Balloon Light 400W Lamp; Electronic Ballast; no mounting accessory	GB12BP					
32	Equipment Mount - 400W Lamp; Offset Pole; Electronic Ballast	GB12BS					
33	Tripod Stand; 400W Lamp; 2-Stage Pole; Electronic Ballast	GB12BW					
34	GloBug cart ,4-Spot light; 3 stage mast system	GB43SC					
35	Steerable 4-Wheel Cart; 1000W Lamp w/ Electronic Ballast	GBC					
36	GBC w/35" extension pole	GBCE					
37	Balloon Light, 1,000W Lamp w/ballast; no mounting accessories	GBP					
38	Equipment Mount - 1000W Lamp; Offset Pole; Electronic Ballast	GBS					
39	Pentapod stand ; 3-Stage Pole 1000W Lamp w/ Electronic Ballast	GBW					
40	GBW w/35" extension pole	GBWE					
41	Honda GX390, 180 Max. RPM; Variable Speed Clutch	HDA48413H					
42	Kohler CH740, 4-blade	HTN27KTCSL					
43	Kohler CH745, electronic fuel injection, 4-blade	HTN28KTCSL					
44	120/240V, 160 Max. RPM (includes standard handle)	J36E2					
45	Honda GX270, High Speed, 155 Max. RPM	J36H90H					
46	Honda GX670, 4-blade rotors	JWN24HTCSL					
47	Duetz TD2011L04I turbo diesel; Maximum volume output: 40 cubic yards/hour	LS400					

Line	Description of Item	Make/Model Number	Delivery Days	Price List Page#	2014 Base List Price	% of Disc (Base Unit/1 EA)	DLA Discounted Price
48	LS400TD with EM98268 Wireless Remote Control - Installed	LS400WR					
49	Duetz TD2011L04I turbo diesel; Maximum volume output: 40 cubic yards/hour	LS500					
50	LS500TD with EM98268 Wireless Remote Control - Installed	LS500WR					
51	Poly Drum, Briggs & Stratton	MC3PBA					
52	Poly Drum, 115V motor	MC3PEA					
53	Steel Drum, Briggs & Stratton	MC3SBA					
54	Steel Drum, 115V motor	MC3SEA					
55	115V 1phase	MC44SE					
56	Honda GX120	MC44SH					
57	115/230V 1-phase	MC64PE					
58	Honda GX-160	MC64PH5					
59	Honda GX240	MC64PH8					
60	115/230V 1-phase motor	MC64SE					
61	Honda GX160	MC64SH5					
62	Honda GX240	MC64SH8					
63	115/230V 1phase	MC94PE					
64	Honda GX240	MC94PH8					
65	115/230V 1-phase	MC94SE					
66	Honda GX240	MC94SH8					
67	0.905" (23mm) Head; 9.5' (2.9m) Total Length; 115v motor	MGX12325					
68	1.10" (28mm) Head; 4.7' (1.44m) Total Length; 115v motor	MGX12810					
69	1.10" (28mm) Head; 9.5' (2.9m) Total Length; 115v motor	MGX12825					
70	1.25" (32mm) Head; 9.5' (2.9m) Total Length; 115v motor	MGX13225					
71	1.50" (38mm) Head; 4.7' (1.44m) Total Length; 115v motor	MGX13810					
72	1.50" (38mm) Head; 9.5' (2.9m) Total Length; 115v motor	MGX13825					
73	Modular Light Tower, 4Kw, less power source	MLT					
74	Modular Light Tower with DA-7000SSA generator, Kubota Z482 12.5hp Diesel	MLTDA7					
75	Modular Light Tower with SDW-225 generator/welder, Kubota Z482 12.5hp	MLTSDW7					
76	5400 lb. centrifugal force, Yanmar L100 diesel, 27.2" overall width	MRH800DS2					

Line	Description of Item	Make/Model Number	Delivery Days	Price List Page#	2014 Base List Price	% of Disc (Base Unit/1 EA)	DLA Discounted Price
77	5400 lb. centrifugal force, Honda GX390, 27.2" overall width	MRH800GS					
78	2275 lb. centrifugal force, Honda GX120, 13.8" wide, no water tank	MVC64VH					
79	2275 lb. centrifugal force, Honda GX120, 13.8" wide	MVC64VHW					
80	2922 lb. cf, Honda GX160, 17.7" wide, no water tank	MVC82VH					
81	2922 lb. cf, Honda GX160, 17.7" wide, water tank	MVC82VHW					
82	3350 lb. centrifugal force, Honda GX160, 19.6" wide	MVC90H					
83	5200 lb. cf, Honda GX160, 15.7" wide	MVH120VGH					
84	6620 lb. cf, Honda GX200, 17" wide	MVH150VGH					
85	7056 lb. cf, Honda GX240, 20" wide	MVH206GH					
86	18434 lb. centrifugal force, Hatz LG40, 24" drums, manual & remote control	RW1515MI24					
87	18434 lb. centrifugal force, Hatz LG40, 33" drums, manual & remote control	RW1515MI33					
88	225 DC Welder, 6KW, Generator, Kubota Diesel, T-4; TRLR10W	SDW225AT10W					
89	225 DC Welder, 6KW, Generator, Kubota Diesel, T-4; RC	SDW225SAWR					
90	3730 lb. centrifugal force, Honda GX340, 35.4" overall width	V304EH					
91	1.25" diameter, 13' handling hose	VH32A4M					
92	1.25" diameter, 20' handling hose	VH32A6M					
93	1.67" diameter, 13' handling hose	VH42A4M					
94	1.67" diameter, 20' handling hose	VH42A6M					
95	2" diameter, 13' handling hose	VH52A4M					
96	2" diameter, 20' handling hose	VH52A6M					
97	Honda GX390QA, w/hydraulic dump	WM120PHD					
98	Honda GX390QA, w/hydraulic dump	WM120SHHD					
99	115/230V 1-phase	WM70PE					
100	Honda GX160	WM70PH5					
101	Honda GX240	WM70PH8					
102	Honda GX240, skid mount	WM70PH8X					
103	115/230V 1-phase	WM70SE					
104	Honda GX160	WM70SH5					
105	Honda GX240	WM70SH8					
106	230V 1-phase	WM90PE					

Line	Description of Item	Make/Model Number	Delivery Days	Price List Page#	2014 Base List Price	% of Disc (Base Unit/1 EA)	DLA Discounted Price
107	Honda GX240	WM90PH8					
108	Honda GX240, skid mount	WM90PH8X					
109	230V 1-phase	WM90SE					
110	Honda GX240	WM90SH8					

