

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 5
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: Judith HENRY PEPCDA3 Tel: 215-737-7256 FAX: 215-737-0398 Email: JUDITH.HENRY@DLA.MIL	CODE SPM8E1	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON FAX 757 788 3281 2000 ENTERPRISE PARKWAY SUITE 200 HAMPTON VA 23666 USA	CODE	S5111A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NACCO MATERIALS HANDLING GROUP INC DBA HYSTER 1400 SULLIVAN DR GREENVILLE NC 27834-9007 USA			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPMBEC-12-D-0001
				10B. DATED (SEE ITEM 13) 2012 FEB 02
CODE 30076	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.

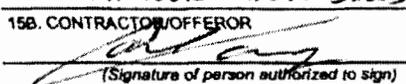
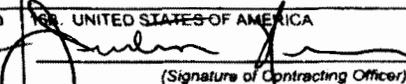
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) 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)
	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) CARL TRAUß MANAGER - GOVT SALES	15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 27 Apr 2015	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH HENRY	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/28/15
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NSN 7540-01-152-8070
Previous edition unusable

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

1. In accordance with FAR Clause 52.216-2, Economic Price Adjustment – Standard Supplies, on page 26 of the solicitation, this contract is modified to reflect a 20% aggregate Economic Price Adjustment ceiling for the period of October 30, 2014 to October 29, 2016. Only two (2) Economic Price Adjustments are permitted per year.

2. In accordance FAR 52.216-2 Economic price Adjustment Standard Supplies (Jan 1997), schedule of supplies on pages 16 thru 20 of basic contract Dtd. 7/28/14 are replaced with pages 3 thru 6 of this modification to reflect the current pricing.

3. No change to discount structure.

375

Description of Item	Model	Old Base List Price	New Base List Price	Discount	Net Price
3,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E30XN				
3,500 LB. Counterbalanced 4-Wheel Sit Down Elec	E35XN				
4,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E40XN				
3,000 LB. C.B. 3-Wheel Stand-UP End Control Elec	E30HSD2				
3,500 LB. C.B. 3-Wheel Stand-UP End Control Elec	E35HSD2				
4,000 LB. C.B. 3-Wheel Stand-UP End Control Elec	E40HSD2				
4,500 LB. Counterbalanced 4-Wheel Sit Down Elec	E45XN				
5,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E50XN				
5,500 LB. Counterbalanced 4-Wheel Sit Down Elec	E55XN				
6,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E60XN				
6,500 LB. Counterbalanced 4-Wheel Sit Down Elec	E65XN				
7,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E70XN				
8,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E80XN				
10,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E100XN5				
10,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E100XN				
12,000 LB. Counterbalanced 4-Wheel Sit Down Elec	E120XN				
3,000 LB. Counterbalanced 3-Wheel Sit Down-PNEU Elec	J30XNT				
3,500 LB. Counterbalanced 3-Wheel Sit Down-PNEU Elec	J35XNT				
4,000 LB. Counterbalanced 3-Wheel Sit Down-PNEU Elec	J40XNT				
3,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J30XN				
3,500 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J35XN				
4,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J40XN				
4,500 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J45XN				
5,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J50XN				
6,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J60XN				
7,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J70XN				
8,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J80XN				
9,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J90XN				
10,000 LB. Counterbalanced 4-Wheel Sit Down-PNEU Elec	J100XN				
3,500 LB. Narrow Aisle Stand-Up Single Reach Elec	N35ZR52				
4,000 LB. Narrow Aisle Stand-Up Single Reach Elec	N40ZR52				
3,000 LB. Narrow Aisle Stand-Up Double Reach Elec	N30ZDR52				
3,500 LB. Narrow Aisle Stand-Up Single Reach Elec	N35ZR2				
4,000 LB. Narrow Aisle Stand-Up Single Reach Elec	N40ZR2				
3,000 LB. Narrow Aisle Stand-Up Double Reach Elec	N30ZDR2				
4,500 LB. Narrow Aisle Stand-Up Single Reach Elec	N45ZR2				
3,500 LB. Narrow Aisle Stand-Up Double Reach Elec	N35ZDR2				
3,000 LB. Order Picker - Man-up Counterbalanced Elec	R30XM53				
3,000 LB. Order Picker - Man-up Counterbalanced Elec	R30XM3				
3,000 LB. Order Picker - Man-Up Straddle Elec	R30XMA3				
3,000 LB. Order Picker - Man-Up Furniture Elec	R30XMF3				
3,000 LB. Very Narrow Aisle Man-Up Turret Truck Elec	V30ZMU				
3,500 LB. Very Narrow Aisle Man-Up Turret Truck Elec	V35ZMU				
4,000 LB. Low-Lift Walkie Pallet Elec	W40Z				
5,000 LB. Low-Lift Walkie Pallet Elec	W50Z				
6,000 LB. Low-Lift Walkie Pallet Elec	W60Z				
6,500 LB. Low-Lift Walkie Pallet Elec	W65Z				
8,000 LB. Low-Lift Walkie Pallet Elec	W80Z				
6,000 LB. Low-Lift Walkie/Rider Pallet Elec	B60ZAC				
6,000 LB. Low-Lift Walkie/Rider Pallet Elec	B60ZHD				
8,000 LB. Low-Lift Walkie/Rider Pallet Elec	B80ZHD				
6,000 LB. Low-Lift Center Rider Pallet Elec	C60ZHD				
8,000 LB. Low-Lift Center Rider Pallet Elec	C80ZHD				
Stand Drive Tow Tractor Elec	T52AC				
Stand Drive Tow Tractor Elec	T72AC				
2,500 LB. Walkie Stacker - Straddle Elec	W25ZA2				
3,000 LB. Walkie Stacker - Straddle Elec	W30ZA2				
4,000 LB. Walkie Stacker - Straddle Elec	W40ZA				
2,500 LB. Walkie Stacker - Counterbalanced Elec	W252C				
3,000 LB. Walkie Stacker - Counterbalanced Elec	W302C				
4,000 LB. Walkie Stacker - Counterbalanced Elec	W402C				
2,000 LB. Walkie Stacker - Reach Elec	W20ZR				
3,000 LB. Walkie Stacker - Reach Elec	W30ZR				
Multi - Level Orderpicker Elec	LO2.5				
Electric Stand Drive Tow Tractor Elec	LO5.0T				

495

Description of Item	Model	Old Base List Price	New Base List Price	Discount	Net Price
3,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S30FT				
3,500 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S35FT				
4,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S40FTS				
4,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S40FT				
5,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S50FT				
5,500 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S55FTS				
6,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S60FT				
7,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S70FT				
5,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S50CT				
8,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S80FT				
8,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S80FTBCS				
10,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S100FT				
10,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S100FTBCS				
12,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S120FT				
12,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S120FTS				
12,000 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S120FTPRS				
13,500 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S135FT				
15,500 LB. Counterbalanced 4-Wheel Sit Down IC - Cushion	S155FT				
3,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H30FT				
3,500 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H35FT				
4,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H40FTS				
4,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H40FT				
5,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H50FT				
6,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H60FT				
7,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H70FT				
5,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H50CT				
8,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H80FT				
9,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H90FT				
10,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H100FT				
11,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H110FT				
12,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H120FT				
13,500 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H135FT				
15,500 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H155FT				
17,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H170FT				
17,500 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H175FT				
19,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H190FT				
19,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H190HD2				
21,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H210HD2				
23,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H230HD2S				
23,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H230HD2				
25,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H250HD2				
28,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H280HD2				
30,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H300HD2				
33,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H330HD2				
36,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H360HD2				
Empty Container Handler / 4 High- IC - Pneumatic Tire	H360HD2-EC4				
36,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H360-36HD				
36,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H360-48HD				
40,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H400HDS				
45,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H450HDS				
40,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H400HD				
45,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H450HD				
Empty Container Handler - IC - Pneumatic Tire	H450HD-EC				
Empty Container Handler - IC - Pneumatic Tire	H500HD-EC				
55,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H550HDS				
65,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H650HDS				
70,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H700HDS				
55,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H550HD				
62,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H620HD				
65,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H650HD				
70,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H700HD				
80,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H800HD				
90,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H900HD				
97,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H970HDS				
105,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H1050HDS				
105,000 LB. Counterbalanced 4-Wheel Sit Down IC - PNEU	H1050HD				
105,000 LB. Container Handler 4-Wheel Sit Down IC - PNEU	H1050HD-CH				
115,000 LB. Container Handler 4-Wheel Sit Down IC - PNEU	H1150HD-CH				

95

Description of Item	Model	Old Base List Price	New Base List Price	Discount	Net Price
Reach Stacker - Container Handler	RS45-27				
Reach Stacker - Container Handler	RS45-31				
Reach Stacker - Container Handler	RS45-36				
Reach Stacker - Container Handler	RS45-415				
Reach Stacker - Container Handler	RS45-41L				
Reach Stacker - Container Handler	RS45-41LS				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER IQC10258009012	PAGE 1 OF 20
2. CONTRACT NO. SPM8EC12D0001	3. AWARD/EFFECTIVE DATE 2012 FEB. 02	4. ORDER NUMBER		5. SOLICITATION NUMBER SPM8EC11R0001	6. SOLICITATION ISSUE DATE 08/01/2011
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LOUIS COOKER		b. TELEPHONE NUMBER (No collect calls) (215)737-0342	8. OFFER DUE DATE/ LOCAL TIME 8/30/2011
9. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN) 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5098		CODE SPM5E1	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"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: 750 <input type="checkbox"/> 8 (A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING TO BE SHOWN ON EA ORDER		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> 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		
17a. CONTRACTOR/OFFEROR NAACO MATERIALS HANDLING GROUP - DBA:HYSTER 1400 SULLIVAN DRIVE GREENVILLE, NC 27834		CODE 30078	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS BVD (SL4701) P.O. BOX 369031 COLUMBUS, OH 43236-9031	
TELEPHONE NO. (248) 924-2640		17b. 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
	SEE PAGES 16 THROUGH 20 OF THIS CONTRACT				24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA TO BE SHOWN ON EACH ORDER				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 633,000,000 (ESTIMATE)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 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 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	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Louis Cooker		
30b. NAME AND TITLE OF SIGNER (Type or print) COLIN WILSH COO & PRESIDENT, AMERICAS		30c. DATE SIGNED 1/31/12	31b. NAME OF CONTRACTING OFFICER (Type or print) Louis Cooker		31c. DATE SIGNED 2/2/12

HYSTER COMPANY**A Division of NACCO Materials Handling Group, Incorporated****1) CONTRACT AWARD**

- a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Request for Proposal (RFP) SPM8EC-11-R-0001, as amended by Amendments 0001, 0002, 0003, and 0004. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Material Handling Equipment (MHE).
- b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0001, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.
- c. Amendments 0002 and 0003 acknowledged by NMHG Hyster on 11/17/11 and received by DLA Troop Support on 11/18/11 are hereby made part of the contract.
- d. NMHG Hyster's updated Embedded Software and Diagnostic Software Clause received by DLA Troop Support on 11/29/11 is acceptable and hereby incorporated into the contract.
- e. 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 11/18/11 of the change.
- f. The product base list unit prices set forth in the contractor's proposal dated 8/25/11 and the final proposal discounts dated 11/22/11 are applicable to the items specified in this contract and are shown on pages 16 thru 20 of this contract.
The attachments/optional features (options) for all items are discounted at [REDACTED] off the contractor's published price list.
The proposed product base list unit prices are from NMHG Hyster's [REDACTED] Commercial Price List.

g. DFARS 252.212-7001 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisition of Commercial Items (MAR 2011) on pages 13-15 of this contract is updated to the following:

Number (17) 252.227-7015, Technical Data - Commercial Items (Mar 2011)(10 U.S.C. 2320) is hereby updated to Dec 2011.

Number (18) 252.227-7037, Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321) is hereby updated to Sep 2011 and included in this contract.

h. NAACO Materials Handling Group, Incorporated's Commercial Subcontracting Plan which was approved by the General Services Administration is valid through 12/31/12 and is acceptable to DLA Troop Support.

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

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

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

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

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 9 of this contract.

2) CONTRACT PERIOD

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

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$633,000,000.00) is the estimated value of the five (5) year contract. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$925,000,000.00.

3) DELIVERY ORDER LIMITATIONS

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

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

(1) Any order for a single item 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 8/25/11 and the final proposal discounts dated 11/22/11 are applicable to the items specified in this contract and are shown on pages 16 thru 20 of this contract.

The attachments/optional features (options) for all items are discounted at 20% off the contractor's published price list.

(b) Additions to the above item. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract item 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:
NAACO Materials Handling Group, Incorporated
Department CH10254
Palatine, IL 60055-0254

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 number of days specified on pages 16–20 of this contract for the applicable line item after the date of order.

(b) F.O.B. Point

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

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

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

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

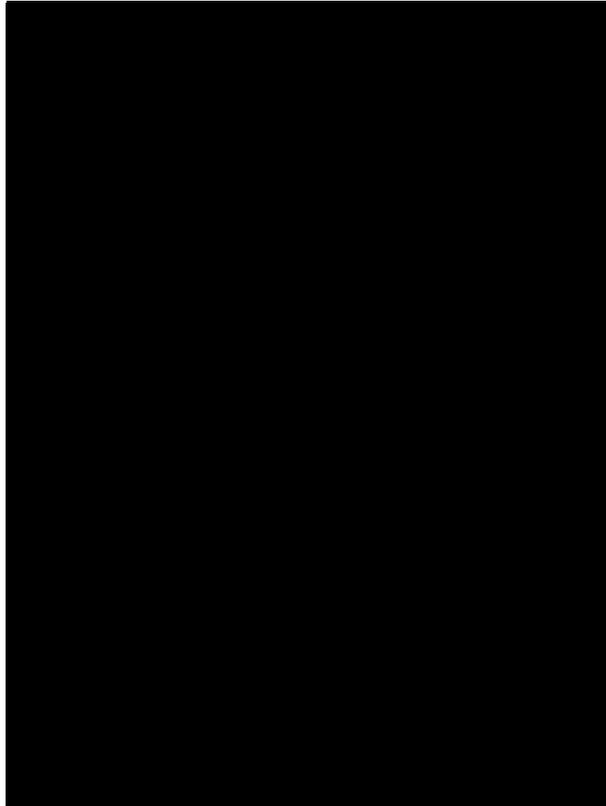
ITEM NO.PLANT NAME AND ADDRESS

1 thru 39,
and 42 thru 61

40 and 41

62 thru 97

98 thru 135



(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>
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1 thru 39,
and 42 thru 61

40 and 41

62 thru 97

98 thru 135



(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>
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(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

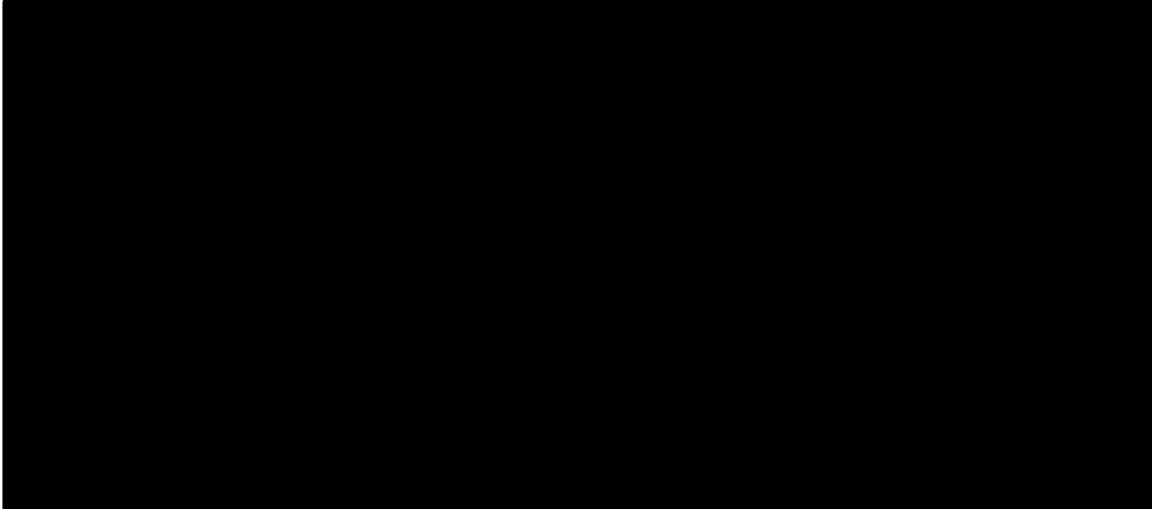
evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.

(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.

Warranty



FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2011)

(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).

(4) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JULY 2010) (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) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(8) 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)

(9) [Reserved]

(10) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(11) (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.

(12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(4)).

(13) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.

(14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

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

(17) 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).

- ___ (18) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f)
- X (20) 52.219-28, Post Award Small Business Program Rerepresentation (APRIL 2009) (15 U.S.C. 632(a)(2)).
- X (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (22) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- X (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- X (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- X (27) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212)
- ___ (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009) (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.)
- ___ (30)(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))
- ___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- ___ (32) (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 (33) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513)
- X (37) 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).
- ___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
- ___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
- ___ (40) 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).
- ___ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
- X (42) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor

Registration (OCT 2003) (31 U.S.C. 3332).

- ___ (43) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
 - ___ (44) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332.)
 - ___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (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 (MAY 2004)(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 (JOCT 2010)(29 U.S.C. 793);

(vii) [Reserved]

(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 (JAN 2009)

(xiii) **52.226-6**, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down is 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.

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2011)

(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 (JAN 2009)(Section 847 of Pub. L. 110-81)
- (2) **252.205-7000**, Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
- (3) **252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (Oct 2010) (15 U.S.C. 637).
- (4) ___ **252.219-7004**, Small Business Subcontracting Plan (Test Program) (Jan 2011) (15 U.S.C. 637 note)
- (5) ___ **252.225-7001**, Buy American Act and Balance of Payment Program (Jan 2009) (41 U.S.C. 10a-10d, E.O. 10582)
 - (ii) ___ Alternate I (DEC 2010) of 252.225-7001
- (6) ___ **252.225-7008**, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b) *[If checked, the full text of the clause will be included in the solicitation]*
- (7) ___ **252.225-7009**, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b) *[If checked, the full text of the clause will be included in the solicitation]*
- (8) ___ **252.225-7012**, Preference for Certain Domestic Commodities (June 2010) (10 U. S. C. 2533a) *[If checked, the full text of the clause will be included in the solicitation]*
- (9) ___ **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]*
- (10) ___ **252.225-7016**, Restriction on Acquisition of Ball and Roller Bearings (Mar 2006) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i) **252.225-7021**, Trade Agreements (Nov 2009)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
 - (ii) ___ Alternate I (SEP 2008)
 - (iii) ___ Alternate II (DEC 2010) of 252.225-7021

- (12) ___ **252.225-7027**, Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- 13) **252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- (14)(i) ___ **252.225-7036**, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
- (ii) ___ Alternate I (Jul 2009) of 252.225-7036
- (iii) ___ Alternate II (DEC 2010) of 252.225-7036
- (iv) ___ Alternate III (DEC 2010) of 252.225-7036
- (15) ___ **252.225-7038**, Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
- (16) **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).
- (17) **252.227-7015**, Technical Data -- Commercial Items (Mar 2011)(10 U.S.C. 2320).
- (18) ___ **252.227-7037**, Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- (19) **252.232-7003**, Electronic Submission of Payment Requests (Mar 2008)(10 U.S.C. 2227)
- (20) ___ **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (21) ___ **252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel Nov 2010) (Section 1038 of Pub. L. 111-84)
- (22) **252.243-7002**, Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410).
- (23) ___ **252.246-7004**, Safety of Facilities, Infrastructure, and Equipment for Military Operations (Oct 2010) (Section 807 of Public Law 111-84)
- (24) ___ **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110-417)
- (25)(i) **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.
- (26) **252.247-7024**, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(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) **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (Sep 2006) (Section 1092 of Pub. L. 108-375).
- (2) **252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub L. 111-84)
- (3) **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110-417)
- (4) **252.247-7023**, Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
- (5) **252.247-7024**, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

SPM8EC-12-D-0001(Schedule of Items)

ITEM#	Description of Item	Hyster Cage Code: 30076 Make/ Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
1	3,000 LB. Counterbalanced 4-Wheel Sit Down	E30XN					
2	3,500 LB. Counterbalanced 4-Wheel Sit Down	E35XN					
3	4,000 LB. Counterbalanced 4-Wheel Sit Down	E40XN					
4	3,000 LB. C.B. 3-Wheel Stand-Up End Control	E30HSD2					
5	3,500 LB. C.B. 3-Wheel Stand-Up End Control	E35HSD2					
6	4,000 LB. C.B. 3-Wheel Stand-Up End Control	E40HSD2					
7	4,500 LB. Counterbalanced 4-Wheel Sit-Down	E45XN					
8	5,000 LB. Counterbalanced 4-Wheel Sit-Down	E50XN					
9	5,500 LB. Counterbalanced 4-Wheel Sit-Down	E55XN					
10	6,000 LB. Counterbalanced 4-Wheel Sit-Down	E60XN					
11	6,500 LB. Counterbalanced 4-Wheel Sit-Down	E65XN					
12	7,000 LB. Counterbalanced 4-Wheel Sit-Down	E70XN					
13	7,000 LB. Counterbalanced 4-Wheel Sit-Down	E70Z					
14	8,000 LB. Counterbalanced 4-Wheel Sit-Down	E80Z					
15	10,000 LB. Counterbalanced 4-Wheel Sit-Down	E100Z					
16	10,000 LB. Counterbalanced 4-Wheel Sit-Down	E100ZS					
17	12,000 LB. Counterbalanced 4-Wheel Sit-Down	E120Z					
18	3,000 LB. Counterbalanced 3-Wheel Sit-Down-PNEU	J30XNT					
19	3,500 LB. Counterbalanced 3-Wheel Sit-Down-PNEU	J35XNT					
20	4,000 LB. Counterbalanced 3-Wheel Sit-Down-PNEU	J40XNT					
21	3,000 LB. Counterbalanced 4-Wheel Sit-Down-PNEU	J30XN					
22	3,500 LB. Counterbalanced 4-Wheel Sit-Down PNEU	J35XN					
23	4,000 LB. Counterbalanced 4-Wheel Sit-Down PNEU	J40XN					
24	4,500 LB. Counterbalanced 4-Wheel Sit-Down PNEU	J45XN					
25	5,000 LB. Counterbalanced 4-Wheel Sit-Down PNEU	J50XN					
26	6,000 LB. Counterbalanced 4-Wheel Sit-Down PNEU	J60XN					
27	7,000 LB. Counterbalanced 4-Wheel Sit-Down PNEU	J70XN					
28	3,500 LB. Narrow Aisle Stand-Up Single Reach	N35ZRS					
29	4,000 LB. Narrow Aisle Stand-Up Single Reach	N40ZRS					
30	3,000 LB. Narrow Aisle Stand-Up Double Reach	N30ZDRS					
31	3,500 LB. Narrow Aisle Stand-Up Single Reach	N35ZR					
32	4,000 LB. Narrow Aisle Stand-Up Single Reach	N40ZR					

ITEM#	Description of Item	Hyster Cage Code: 30076 Make/ Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
33	3,000 LB. Narrow Aisle Stand-Up Double Reach	N30ZDR					
34	4,500 LB. Narrow Aisle Stand-Up Single Reach	N45ZR					
35	3,500 LB. Narrow Aisle Stand-Up Double Reach	N35ZDR					
36	3,000 LB. Order Picker-Man-Up Counterbalanced	R30XMS2					
37	3,000 LB. Order Picker-Man-Up Counterbalanced	R30XM2					
38	3,000 LB. Order Picker-Man-Up Straddle	R30XMA2					
39	3,000 LB. Order Picker-Man-Up Furniture	R30XMF2					
40	3,000 LB. Very Narrow Aisle Man-Up Turret Truck	V30ZMU					
41	3,500 LB. Very Narrow Aisle Man-Up Turret Truck	V35ZMU					
42	4,000 LB. Low-Lift Walkie Pallet	W40Z					
43	5,000 LB. Low-Lift Walkie Pallet	W50Z					
44	6,000 LB. Low-Lift Walkie Pallet	W60Z					
45	6,500 LB. Low-Lift Walkie Pallet	W65Z					
46	8,000 LB. Low-Lift Walkie Pallet	W80Z					
47	6,000 LB. Low-Lift Walkie/Rider Pallet	B60ZAC					
48	6,000 LB. Low-Lift Walkie/Rider Pallet	B60ZHD					
49	8,000 LB. Low-Lift Walkie/Rider Pallet	B80ZHD					
50	6,000 LB. Low-Lift Center Rider Pallet	C60ZAC					
51	8,000 LB. Low-Lift Center Rider Pallet	C80ZAC					
52	Stand Drive Tow Tractor	TSZAC					
53	Stand Drive Tow Tractor	T7ZAC					
54	2,500 LB. Walkie-Stacker-Straddle	W25ZA2					
55	3,000 LB. Walkie-Stacker-Straddle	W30ZA2					
56	4,000 LB. Walkie-Stacker-Straddle	W40ZA					
57	2,500 LB. Walkie-Stacker-Counterbalanced	W252C					
58	3,000 LB. Walkie-Stacker-Counterbalanced	W302C					
59	4,000 LB. Walkie-Stacker-Counterbalanced	W402C					
60	2,000 LB. Walkie-Stacker-Reach	W202R					
61	3,000 LB. Walkie-Stacker-Reach	W302R					
62	3,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S30FT					
63	3,500 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S35FT					
64	4,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S40FTS					

ITEM#	Description of Item	Hyster Cage Code: 30076 Make/ Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
65	4,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S40FT					
66	5,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S50FT					
67	5,500 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S55FTS					
68	6,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S60FT					
69	7,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S70FT					
70	5,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S50CT					
71	8,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S80FT					
72	8,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S80FTBCS					
73	10,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S100FT					
74	10,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S100FTBCS					
75	12,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S120FT					
76	12,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S120FTS					
77	12,000 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S120FTPRS					
78	13,500 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S135FT					
79	15,500 LB. Counterbalanced 4-Wheel Sit-Down IC-Cushion	S155FT					
80	3,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H30FT					
81	3,500 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H35FT					
82	4,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H40FTS					
83	4,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H40FT					
84	5,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H50FT					
85	6,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H60FT					
86	7,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H70FT					
87	5,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H50CT					
88	8,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H80FT					
89	9,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H90FT					
90	10,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H100FT					
91	11,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H110FT					
92	12,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H120FT					
93	13,500 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H135FT					
94	15,500 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H155FT					
95	17,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H170FT					
96	17,500 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H175FT					

ITEM#	Description of Item	Hyster Cage Code: 30076 Make/ Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
97	19,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H190FT					
98	19,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H190HD2					
99	21,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H210HD2					
100	23,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H230HDS2					
101	23,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H230HD2					
102	25,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H250HD2					
103	28,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H280HD2					
104	30,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H300HD2					
105	33,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H330HD2					
106	36,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H360HD2					
107	Empty Container Handler/4 High-IC-Pneumatic Tire	H360HD2-EC4					
108	40,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H400HDS					
109	45,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H450HDS					
110	40,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H400HD					
111	45,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H450HD					
112	Empty Container Handler-IC-Pneumatic Tire	H400HD-EC					
113	Empty Container Handler-IC-Pneumatic Tire	H450HDS-EC					
114	Empty Container Handler-IC-Pneumatic Tire	H450HD-EC					
115	Empty Container Handler-IC-Pneumatic Tire	H500HD-EC					
116	55,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H550HDS					
117	62,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H650HDS					
118	70,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H700HDS					
119	55,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H550HD					
120	62,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H620HD					
121	65,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H650HD					
122	70,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H700HD					
123	80,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H800HD					
124	90,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H900HD					
125	97,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H970HDS					
126	105,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H1050HDS					
127	105,000 LB. Counterbalanced 4-Wheel Sit Down IC-PNEU	H1050HD					
128	105,000 LB. Container Handler 4-Wheel Sit Down IC-PNEU	H1050HD-CH					

ITEM#	Description of Item	Hyster Cage Code: 30076 Make/ Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
129	115,000 LB. Container Handler 4-Wheel Sit Down IC-PNEU	H1150HD-CH					
130	Reach Stacker-Container Handler	HR45-27					
131	Reach Stacker-Container Handler	HR45-31					
132	Reach Stacker-Container Handler	HR45-36					
133	Reach Stacker-Container Handler	HR45-41S					
134	Reach Stacker-Container Handler	HR45-41L					
135	Reach Stacker-Container Handler	HR45-41LS					

