

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. IQC10327009047	5. PROJECT NO. (if applicable)	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT CHAIN 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5096	CODE SPM8E1	7. ADMINISTERED BY (if other than Item 6) DCMA PHIADELPHIA P.O. BOX 114727 PHILADELPHIA, PA 19111-0247	CODE S3915A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GROVE U.S. LLC 1565 BUCHANAN TRAIL EAST SHADY GROVE, PA 17258-0021			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
			(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM8EC-12-D-0007	
			10B. DATED (SEE ITEM 13) 1 MAY 2012	
CODE 12361	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 your 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 ONLY APPLIES TO MODIFICATION 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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: ADDITION / DELETION PROVISION
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

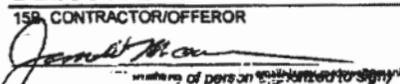
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. IN ACCORDANCE WITH THE ADDITION/DELETION OF ITEMS PROVISION IN CONTRACT CLAUSE, GROVE MODELS YB5520, CD5520, GMK2035E, GMK6250L, GMK6350, 600E2 PKG AND 600H TM ARE HEREBY DELETED AND YB5515-2 AND CD5515-2 ARE HEREBY ADDED TO SUBJECT CONTRACT.

2. SCHEDULE OF SUPPLIES ON PAGES 2-4 OF MODIFICATION P00001 ARE HEREBY REPLACED BY PAGES 2-4 OF SUBJECT MODIFICATION TO REFLECT THE NEW MODELS AND PRICING.

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) James W. McDowell Director Government Marketing	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 7/07/13	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEPHANIE GRAVITZ UNITED STATES OF AMERICA	18B. DATE SIGNED 7/11/13
				

ITEM#	Description of Item	Grove Cage Code: 12361 Make / Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
1	INDUSTRIAL CRANE	YB4409					
2	INDUSTRIAL CRANE	CD3330F					
3	INDUSTRIAL CRANE	YB4409XL					
4	INDUSTRIAL CRANE	CD3330FL					
5	INDUSTRIAL CRANE	YB4409-2					
6	INDUSTRIAL CRANE	CD3339					
7	INDUSTRIAL CRANE	YB4411					
8	INDUSTRIAL CRANE	CD3340B					
9	INDUSTRIAL CRANE	YB5515					
10	INDUSTRIAL CRANE	CD5540F					
11	INDUSTRIAL CRANE	YB5515-2					
12	INDUSTRIAL CRANE	CD5515-2					
13	INDUSTRIAL CRANE	YB7725					
14	INDUSTRIAL CRANE	CD7725					
15	ROUGH TERRAIN CRANE	RT530E-2					
16	ROUGH TERRAIN CRANE	RT540E					
17	ROUGH TERRAIN CRANE	RT640E					
18	ROUGH TERRAIN CRANE	RT650E					
19	ROUGH TERRAIN CRANE	RT765E-2					
20	ROUGH TERRAIN CRANE	RT770E					
21	ROUGH TERRAIN CRANE	RT880E					
22	ROUGH TERRAIN CRANE	RT890E					
23	ROUGH TERRAIN CRANE	RT9130E					
24	ROUGH TERRAIN CRANE	RT9150E					
25	TRUCK MOUNTED CRANE	TMS750E					
26	TRUCK MOUNTED CRANE	TMS760E					
27	TRUCK MOUNTED CRANE	TMS800E					
28	TRUCK MOUNTED CRANE	TMS9000E					
29	ALL TERRAIN CRANE	GMK3050-1					
30	ALL TERRAIN CRANE	GMK3055					
31	ALL TERRAIN CRANE	GMK4100B					
32	ALL TERRAIN CRANE	GMK4115					

ITEM#	Description of Item	Grove Cage Code: 12361 Make / Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
33	ALL TERRAIN CRANE	GMK4115L					
34	ALL TERRAIN CRANE	GMK5115					
35	ALL TERRAIN CRANE	GMK5135					
36	ALL TERRAIN CRANE	GMK5165-2					
37	ALL TERRAIN CRANE	GMK5225					
38	ALL TERRAIN CRANE	GMK5275					
39	ALL TERRAIN CRANE	GMK6300L					
40	ALL TERRAIN CRANE	GMK6400					
41	ALL TERRAIN CRANE	GMK7550					
42	BOOM TRUCK CRANE	300C					
43	BOOM TRUCK CRANE	400B					
44	BOOM TRUCK CRANE	500E2					
45	BOOM TRUCK CRANE	500E2 PKG					
46	BOOM TRUCK CRANE	600E2					
47	BOOM TRUCK CRANE	600H					
48	BOOM TRUCK CRANE	800D					
49	BOOM TRUCK CRANE	800D PKG					
50	BOOM TRUCK CRANE	800DU					
51	BOOM TRUCK CRANE	800H					
52	BOOM TRUCK CRANE	900A					
53	BOOM TRUCK CRANE	900A PKG					
54	BOOM TRUCK CRANE	900H					
55	BOOM TRUCK CRANE	900H PKG					
56	BOOM TRUCK CRANE	1100					
57	BOOM TRUCK CRANE	1300A					
58	BOOM TRUCK CRANE	1300A PKG					
59	BOOM TRUCK CRANE	1400A					
60	BOOM TRUCK CRANE	1400A PKG					
61	BOOM TRUCK CRANE	1400H					
62	BOOM TRUCK CRANE	1400H PKG					
63	BOOM TRUCK CRANE	NBT30H					
64	BOOM TRUCK CRANE	NBT30H PKG					

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

1. REQUISITION NUMBER
IQC103727009047

PAGE 1 OF
16

2. CONTRACT NO.
SPM8EC-12-D-0007

3. AWARD/EFFECTIVE DATE
2012 May 01

4. ORDER NUMBER

5. SOLICITATION NUMBER
SPM8EC-11-R-0004

6. SOLICITATION ISSUE DATE
5 AUGUST 2012

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
CATHERINE E. FORD

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

8. OFFER DUE DATE/ LOCAL TIME
12 SEPT 2012

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

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **333120**
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: **750**
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A)

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

12. DISCOUNT TERMS
 [REDACTED]

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

13b. RATING
To Be Shown on Each Order

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
TO BE SHOWN ON EACH ORDER

16. ADMINISTERED BY
**DCMA PHILADELPHIA P.O. BOX 11427
 PHILADELPHIA, PA 19111-0427**

17a. CONTRACTOR/ OFFEROR
**GROVE U.S. LLC
 1565 BUCHANAN TRAIL EAST
 SHADY GROVE, PA 17256-0021**

TELEPHONE NO. **717-593-5115**

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

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA
TO BE SHOWN ON EACH ORDER

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
327,500,000 (Estimate)

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. **GROVE U.S. LLC** OFFER DATED **14 SEPT 2011**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
James McDowell

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

30b. NAME AND TITLE OF SIGNER (Type or print)
**James W McDowell
 Director Government Mkty**

30c. DATE SIGNED
4/30/12

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

31c. DATE SIGNED
5/1/12

Grove U.S. LLC**1) CONTRACT AWARD**

- a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Request for Proposal (RFP) SPM8EC-11-R-0004, as amended by Amendments 0001, 0002, 0003, and 0004. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Cranes.
- b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0004, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.
- c. DFARS 252.212-7000, Offeror Representation and Certifications-Commercial Items which was completed and returned to DLA Troop Support on 15 March 2012 is hereby made part of the contract.
- d. 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 15 March 2012 of the change.
- e. The product base list unit prices set forth in the contractor's proposal dated 14 September 2011 and the final proposal discounts dated 15 March 2012 are applicable to the items specified in this contract and are shown on pages 14 thru 16 of this contract.
The attachments/optional features (options) for all items are discounted at the same percentage, as the base machine, off the contractor's published price list. The proposed product base list unit prices are from Grove's [REDACTED] Commercial Price List.
- f. 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 12-14 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.

g. Grove U.S. LLC's Commercial Subcontracting Plan which was approved by TACOM on 12 March 2012 is valid through 31 December 2012.

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

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

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

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

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 7 of this contract.

2) CONTRACT PERIOD

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

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

3) DELIVERY ORDER LIMITATIONS

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

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

(1) Any order for a single item is excess of \$100,000,000.00

(2) Any order for a combination of items in excess of \$100,000,000.00; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

(a) The product base list unit prices set forth in the contractor's proposal dated 14 September 2011 and the final proposal discounts dated 15 March 2012 are applicable to the items specified in this contract and are shown on pages 14 thru 16 of this contract.

(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:
 Grove U.S. LLC
 75 Remittance Drive Suite #3051
 Chicago, IL 60675-3051

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

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 14–16 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 location:

ITEM NO.

PLANT NAME AND ADDRESS

ALL ITEMS



(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>
ALL ITEMS	Grove U.S. LLC 1565 Buchanan Trail East Shady Grove, PA 17256-0021	DCMA Philadelphia

(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.

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).

X (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.

X (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).

X (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.

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

X (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.

X (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)).

X (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 in 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).

SCHEDULE OF ITEMS

ITEM#	Description of Item	Grove Cage Code: 12361 Make / Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
1	INDUSTRIAL CRANE	YB4409					
2	INDUSTRIAL CRANE	CD3330F					
3	INDUSTRIAL CRANE	YB4409XL					
4	INDUSTRIAL CRANE	CD3330FL					
5	INDUSTRIAL CRANE	YB4409-2					
6	INDUSTRIAL CRANE	CD3339					
7	INDUSTRIAL CRANE	YB4411					
8	INDUSTRIAL CRANE	CD3340B					
9	INDUSTRIAL CRANE	YB5515					
10	INDUSTRIAL CRANE	CD5540F					
11	INDUSTRIAL CRANE	YB5518					
12	INDUSTRIAL CRANE	CD5560B					
13	INDUSTRIAL CRANE	YB7725					
14	INDUSTRIAL CRANE	CD7725					
15	ROUGH TERRAIN CRANE	RTS30E-2					
16	ROUGH TERRAIN CRANE	RT540E					
17	ROUGH TERRAIN CRANE	RT640E					
18	ROUGH TERRAIN CRANE	RT650E					
19	ROUGH TERRAIN CRANE	RT765E-2					
20	ROUGH TERRAIN CRANE	RT880E					
21	ROUGH TERRAIN CRANE	RT890E					
22	ROUGH TERRAIN CRANE	RT9130E					
23	ROUGH TERRAIN CRANE	RT9150E					
24	TRUCK MOUNTED CRANE	TMS750E					
25	TRUCK MOUNTED CRANE	TMS760E					
26	TRUCK MOUNTED CRANE	TMS800E					
27	TRUCK MOUNTED CRANE	TMS9000E					
28	ALL TERRAIN CRANE	GMK2035E					
29	ALL TERRAIN CRANE	GMK3050-1					
30	ALL TERRAIN CRANE	GMK3055					
31	ALL TERRAIN CRANE	GMK4100B					
32	ALL TERRAIN CRANE	GMK4115					

ITEM#	Description of Item	Grove Cage Code: 12361 Make / Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
33	ALL TERRAIN CRANE	GMK4115L					
34	ALL TERRAIN CRANE	GMK5115					
35	ALL TERRAIN CRANE	GMK5135					
36	ALL TERRAIN CRANE	GMK5165-2					
37	ALL TERRAIN CRANE	GMK5225					
38	ALL TERRAIN CRANE	GMK5275					
39	ALL TERRAIN CRANE	GMK6250L					
40	ALL TERRAIN CRANE	GMK6350					
41	ALL TERRAIN CRANE	GMK6300L					
42	ALL TERRAIN CRANE	GMK6400					
43	ALL TERRAIN CRANE	GMK7550					
44	BOOM TRUCK CRANE	300C					
45	BOOM TRUCK CRANE	400B					
46	BOOM TRUCK CRANE	500E2					
47	BOOM TRUCK CRANE	500E2 PKG					
48	BOOM TRUCK CRANE	600E2					
49	BOOM TRUCK CRANE	600E2 PKG					
50	BOOM TRUCK CRANE	600H					
51	BOOM TRUCK CRANE	600H TM					
52	BOOM TRUCK CRANE	800D					
53	BOOM TRUCK CRANE	800D PKG					
54	BOOM TRUCK CRANE	800DU					
55	BOOM TRUCK CRANE	800H					
56	BOOM TRUCK CRANE	900A					
57	BOOM TRUCK CRANE	900A PKG					
58	BOOM TRUCK CRANE	900H					
59	BOOM TRUCK CRANE	900H PKG					
60	BOOM TRUCK CRANE	1100					
61	BOOM TRUCK CRANE	1300A					
62	BOOM TRUCK CRANE	1300A PKG					
63	BOOM TRUCK CRANE	1400A					
64	BOOM TRUCK CRANE	1400A PKG					

ITEM#	Description of Item	Grove Cage Code: 12361 Make / Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMENT DISCOUNT PRICE	Delivery (days after award)
65	BOOM TRUCK CRANE	1400H					
66	BOOM TRUCK CRANE	1400H PKG					
67	BOOM TRUCK CRANE	NBT30H					
68	BOOM TRUCK CRANE	NBT30H PKG					
69	BOOM TRUCK CRANE	NBT36					
70	BOOM TRUCK CRANE	NBT36 PKG					
71	BOOM TRUCK CRANE	NBT40					
72	BOOM TRUCK CRANE	NBT40 PKG					
73	BOOM TRUCK CRANE	NBT45					
74	BOOM TRUCK CRANE	NBT45 PKG					
75	BOOM TRUCK CRANE	NBT45 TM					
76	BOOM TRUCK CRANE	NBT50					
77	BOOM TRUCK CRANE	NBT55					
78	CRAWLER CRANE	8500-1					
79	CRAWLER CRANE	11000-1					
80	CRAWLER CRANE	12000-1					
81	CRAWLER CRANE	555					
82	CRAWLER CRANE	777					
83	CRAWLER CRANE	999					
84	CRAWLER CRANE	1015					
85	CRAWLER CRANE	2250					
86	CRAWLER CRANE	14000					
87	CRAWLER CRANE	16000					
88	CRAWLER CRANE	18000					
89	CRAWLER CRANE	18000					
90	CRAWLER CRANE	21000					
91							
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