

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SPE8EC		7. ADMINISTERED BY (If other than Item 6) CODE		S0302A	
DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Angela Beschner PHPHGAB Tel: 215-737-0605 FAX: 215-737-3718 Email: Angela.Beschner@dla.mil				DCMA MOUNTAIN PACIFIC WEST 6TH AVENUE AND KIPLING STREET DENVER FEDERAL CENTER, BLDG 16 LAKEWOOD CO 80225-0586 USA			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CERTIFIED STAINLESS SERVICE, INC. DBA CERTIFIED STAINLESS SERVICE INC 2704 RAILROAD AVE CERES CA 95307-4600 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-23-D-0004	
						10B. DATED (SEE ITEM 13) 2023 FEB 10	
CODE 1HJ27		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.214-4(c) and Add/Delete Language within Solicitation						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Robert F Spadaro Jr			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				Robert F Spadaro Jr		2024 MAR 06	
				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EC-23-D-0004 / P00004	PAGE 2 OF 3 PAGES
<p>Contract SPE8EC-23-D-0004 is hereby modified as follows:</p> <p>1. West-Mark Commercial Price List with the Model Pricing and Discounts (Base List Price Only) of the Schedule of Items within Contract SPE8EC-23-D-0004 is hereby replaced by pages 3 - 4 of the subject modification to reflect the price increases of 74 of 83 models identified in the Commercial Price List.</p> <p>2.All other terms and conditions remain unchanged.</p>		
CONTINUED ON NEXT PAGE		

SPE8EC-23-D-0004-P00004

Certified Stainless Service, Inc. d/b/a West-Mark

Trucks & Trailers

Item Number	Description of Item	Model Number
1	3 Cubic Yard Cement Mixer with 260 Gal Water Tank, 30 Cubic Ft Cement Bin with a production rate of 15 Cubic Yards/Hr	WMM15
2	5 to 6 Cubic Yard Cement Mixer with 260-430 Gal Water Tank, 50-65 Cubic Ft Cement Bin with a production rate of 30 Cubic Yards/Hr	WMM30
3	8 to 10 Cubic Yard Cement Mixer with 430-510 Gal Water Tank, 85-140 Cubic Ft Cement Bin with a production rate of 30 Cubic Yards/Hr	WMM30X
4	8 to 10 Cubic Yard Cement Mixer with 510 Gal Water Tank, 115-140 Cubic Ft Cement Bin with a production rate of 60 Cubic Yards/Hr	WMM60
5	8 to 10 Cubic Yard Cement Mixer with 510 Gal Water Tank, 115-140 Cubic Ft Cement Bin with a production rate of 60 Cubic Yards/Hr	WMC60
6	12 Cubic Yard Gunite & Shotcrete System with, 115 Cubic Ft Bin with a production rate of 30 Cubic Yards/Hr	WMG30X
7	800 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 8,000 lbs & a (Gas or Electric) Motor	WMCT200LP
8	1,200 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 15,000 lbs & a Electric Motor	WMCT300LP
9	1,400 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 10,000 lbs & a (Gas or Electric) Motor	WMCT350P
10	12,000 lbs. Fender style trailer w/beavertail & ramps, electric brakes.	WM12-RBS
11	12,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM12-BST
12	14,000 lbs. Fender style trailer w/beavertail & ramps, electric brakes.	WM14-RBS
13	16,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM16-BST
14	18,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM18-BST
15	20,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM20-DT
16	20,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM20-DTA
17	24,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM24-DT
18	24,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM24-DTA
19	30,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM30-DLE
20	40,000 lbs. Tag-along trailer w/ beavertail & ramps, air brakes.	WM40-DLA
21	50,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM50-DLA
22	12,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM12-TST
23	14,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM14-TST
24	16,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM16-TST
25	20,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM20-TDT
26	20,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM20-TDA
27	24,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM24-TDT
28	24,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM24-TDA
29	30,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM30-TDE
30	40,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM40-TDL
31	40,000 lbs. Tag-along trailer w/reduced incline tilt, air brakes.	WM40-APC
32	50,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM50-TDL
33	50,000 lbs. Fixed neck lowboy w/tilting deck, 3 axle.	WM50-G-TDL
34	50,000 lbs. Fixed neck lowboy w/beavertail & ramps.	WM50-LBG
35	70,000 lbs. Fixed neck lowboy w/beavertail & ramps.	WM70-LBG
36	70,000 lbs. Slope neck lowboy w/ beavertail & ramps.	WM70-PRC

Item Number	Description of Item	Model Number
37	(DOT-406) Tandem-Axle Semi Trailer	406S-02RSA
38	(DOT-407) Single-Axle Semi Trailer	407S-01RSA
39	(DOT-407) Tandem-Axle Semi Trailer	407S-02RSA
40	(DOT-407) Tank Truck	407S-TTRSA
41	(Water) Tandem-Axle Semi Trailer w/ Spray Pkg	5000TASPRA
42	(Fuel) Towable Fuel Bowser Trailer (15 MPH Max)	BOWSER-001
43	(Cargo) Single-Axle SSL Trailer	CARGOTLR
44	Converter Dolly (1-Axle & 2-Axle Units)	CONVRTRDLY
45	Drum / Headache Rack (Back of Tractor Cab)	DECK-CS-0A
46	Drum / Winch Deck Truck (Back of Tractor Cab)	DECK-CS-HR
47	(Dump) Articulated Truck	DUMPTRK-AR
48	(Dump) Truck, 2-Axle	DUMPTRUCK2
49	(Dump) Truck, 3-Axle	DUMPTRUCK3
50	(Fish) Single-Axle Semi Trailer	FISHTLR-SA
51	(Fish) Tandem-Axle Semi Trailer	FISHTLR-TA
52	(Fish) Tank Truck	FISHTRUCKA
53	(Fuel) Aircraft Refueling Tank Truck	FUELTT-ACS
54	(Fuel) 2-Axle Tank Truck	FUELTT-EQ2
55	(Fuel) 3-Axle Tank Truck	FUELTT-EQ3
56	(Hoist) Cable Hoist Truck	HOIST-TRK
57	(Water) Buffalo Trailer "Severe Service"	LIBERTY
58	(Water) Buffalo Trailer "Severe Service"	LIBERTY II
59	(Lift) Truck Mounted Skid Loader	LIFTLOADER
60	(Lube) 2-Axle Truck	LUBETRK-2A
61	(Lube) 3-Axle Truck	LUBETRK-3A
62	(Non-Code; MISC) Single-Axle Semi Trailer	NCS-01RS-A
63	(Non-Code; MISC) Tandem-Axle Semi Trailer	NCS-02RS-A
64	(Non-Code; MISC) Tri-Axle Semi Trailer	NCS-03RS-A
65	(Non-Code; MISC) Quad-Axle Semi Trailer	NCS-04RS-A
66	(Non-Code; MISC) Tank Truck	NCSS-TRUCK
67	(Water) Buffalo Trailer	OASIS
68	(Water; Potable) Tank Truck	POTWATERTT
69	Small Tank Trailer (Various Hazardous/Non-Hazardous Products)	SLOP-TLR
70	(Fuel) Small Trailer	SMALLTLR-F
71	(Flat Bed) Tag Trailer (6K-18K GVWR Single Tire)	TAGTLR-18
72	(Flat Bed) Tag Trailer (16K-26K GVWR Dual Tire)	TAGTLR-26
73	(Utility) Truck	UTILITYBED
74	(Dust Control) Carbon Steel 2-Axle Tank Truck	WATER2ATTC
75	(Dust Control) Stainless Steel 2-Axle Tank Truck	WATER2ATTS
76	(Dust Control) Carbon Steel 3-Axle Tank Truck	WATER3ATTC
77	(Dust Control) Stainless Steel 3-Axle Tank Truck	WATER3ATTS
78	(Dust Control) 1500 Gallon 3-Axle Tank Truck	WATERAF150
79	(Water) Single-Axle Semi Trailer	WATRS01RSA
80	(Water) Tandem-Axle Semi Trailer	WATRS02RSA
81	(Water) 3-Axle Semi Trailer	WATRS03RSA
82	(Water) 4-Axle Semi Trailer	WATRS04RSA
83	(Water) 2,000 Gallon Trailer	WTRTLR-2K

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Blk. 16C SPE8EC		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: Angela Beschner PHPHGAB Tel: 215-737-0605 FAX: 215-737-3718 Email: Angela.Beschner@dla.mil		CODE		7. ADMINISTERED BY (If other than Item 6) DCMA MOUNTAIN PACIFIC (STOCKTON) 3247 WEST MARCH LANE SUITE 300 STOCKTON CA 95219-2334 USA		CODE S0507A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CERTIFIED STAINLESS SERVICE, INC. DBA CERTIFIED STAINLESS SERVICE INC 2704 RAILROAD AVE CERES CA 95307-4600 USA				(X)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-23-D-0004		
					10B. DATED (SEE ITEM 13) 2023 FEB 10		
CODE 1HJ27		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(l)
	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) Steve Buckner Jr. Director of Government Sales		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Angela Beschner	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/5/23	16B. UNITED STATES OF AMERICA BESCHNER.ANGELA.C.1364950060 Digitally signed by BESCHNER.ANGELA.C.1364950060 Date: 2023.12.05 15:24:56 -05'00' (Signature of Contracting Officer)	16C. DATE SIGNED

The subject contract is hereby modified as follows:

1.In accordance with the Addition/Deletion language in 52.216-2 and solicitation SPE8EC-21-R-0007, all Kaufman Trailers manufactured items are hereby deleted from the subject contract.

Models deleted from the Schedule of Items:

Description of Item	Model Number
35-Ton Lowboy Trailer	WMLB-SD-35
50-Ton Lowboy Trailer	WMLB-SD-50
55-Ton Lowboy Trailer	WMLB-SD-55
60-Ton Lowboy Trailer	WMLB-SD-60
35-Ton Lowboy Paver Style Trailer	WMLB-PT-35
50-Ton Lowboy Paver Style Trailer	WMLB-PT-50
55-Ton Lowboy Paver Style Trailer	WMLB-PT-55
60-Ton Lowboy Paver Style Trailer	WMLB-PT-60

2.All other terms and conditions remain unchanged.

SPE8EC-23-D-0004

Certified Stainless Service, Inc. d/b/a West-Mark

Trucks & Trailers

Item Number	Description of Item	Model Number	Delivery (days after award)	Base List Price	% of Discount (Base Unit/ 1 EA)	Government Discounted Price (Base Unit)	% of DISC. (Attachments/ Optional Features*	(1) Qty Range	(1) Disc %
CEMENTEC									
1	3 Cubic Yard Cement Mixer with 260 Gal Water Tank, 30 Cubic Ft Cement Bin with a production rate of 15 Cubic Yards/Hr	WMM15							
2	5 to 6 Cubic Yard Cement Mixer with 260-430 Gal Water Tank, 50-65 Cubic Ft Cement Bin with a production rate of 30 Cubic Yards/Hr	WMM30							
3	8 to 10 Cubic Yard Cement Mixer with 430-510 Gal Water Tank, 85-140 Cubic Ft Cement Bin with a production rate of 30 Cubic Yards/Hr	WMM30X							
4	8 to 10 Cubic Yard Cement Mixer with 510 Gal Water Tank, 115-140 Cubic Ft Cement Bin with a production rate of 60 Cubic Yards/Hr	WMM60							
5	8 to 10 Cubic Yard Cement Mixer with 510 Gal Water Tank, 115-140 Cubic Ft Cement Bin with a production rate of 60 Cubic Yards/Hr	WMC60							
6	12 Cubic Yard Gunite & Shotcrete System with, 115 Cubic Ft Bin with a production rate of 30 Cubic Yards/Hr	WMG30X							
7	800 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 8,000 lbs & a (Gas or Electric) Motor	WMCT200LP							
8	1,200 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 15,000 lbs & a Electric Motor	WMCT300LP							
9	1,400 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 10,000 lbs & a (Gas or Electric) Motor	WMCT350P							
INTERSTATE TRAILERS									
10	12,000 lbs. Fender style trailer w/beavertail & ramps, electric brakes.	WM12-RBS							
11	12,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM12-BST							
12	14,000 lbs. Fender style trailer w/beavertail & ramps, electric brakes.	WM14-RBS							
13	16,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM16-BST							
14	18,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM18-BST							
15	20,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM20-DT							
16	20,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM20-DTA							
17	24,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM24-DT							
18	24,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM24-DTA							
19	30,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM30-DLE							
20	40,000 lbs. Tag-along trailer w/ beavertail & ramps, air brakes.	WM40-DLA							
21	50,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM50-DLA							
22	12,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM12-TST							
23	14,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM14-TST							
24	16,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM16-TST							
25	20,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM20-TDT							
26	20,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM20-TDA							
27	24,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM24-TDT							
28	24,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM24-TDA							
29	30,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM30-TDE							
30	40,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM40-TDL							
31	40,000 lbs. Tag-along trailer w/reduced incline tilt, air brakes.	WM40-APC							
32	50,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM50-TDL							
33	50,000 lbs. Fixed neck lowboy w/tilting deck, 3 axle.	WM50-G-TDL							
34	50,000 lbs. Fixed neck lowboy w/beavertail & ramps.	WM50-LBG							
35	70,000 lbs. Fixed neck lowboy w/beavertail & ramps.	WM70-LBG							
36	70,000 lbs. Slope neck lowboy w/ beavertail & ramps.	WM70-PRC							
WESTMARK									
37	(DOT-406) Tandem-Axle Semi Trailer	406S-02RSA							
38	(DOT-407) Single-Axle Semi Trailer	407S-01RSA							

Item Number	Description of Item	Model Number	Delivery (days after award)	Base List Price	% of Discount (Base Unit/ 1 EA)	Government Discounted Price (Base Unit)	% of DISC. (Attachments/ Optional Features*	(1) Qty Range	(1) Disc %
39	(DOT-407) Tandem-Axle Semi Trailer	407S-02RSA							
40	(DOT-407) Tank Truck	407S-TTRSA							
41	(Water) Tandem-Axle Semi Trailer w/ Spray Pkg	5000TASPRA							
42	(Fuel) TowableE Fuel Bowser Trailer (15 MPH Max)	BOWSER-001							
43	(Cargo) Single-Axle SSL Trailer	CARGOTLR							
44	Converter Dolly (1-Axle & 2-Axle Units)	CONVRTRDLY							
45	Drom / Headache Rack (Back of Tractor Cab)	DECK-CS-0A							
46	Drom / Winch Deck Truck (Back of Tractor Cab)	DECK-CS-HR							
47	(Dump) Articulated Truck	DUMPTRK-AR							
48	(Dump) Truck, 2-Axle	DUMPTRUCK2							
49	(Dump) Truck, 3-Axle	DUMPTRUCK3							
50	(Fish) Single-Axle Semi Trailer	FISHTLR-SA							
51	(Fish) Tandem-Axle Semi Trailer	FISHTLR-TA							
52	(Fish) Tank Truck	FISHTRUCKA							
53	(Fuel) Aircraft Refueling Tank Truck	FUELTT-AC5							
54	(Fuel) 2-Axle Tank Truck	FUELTT-EQ2							
55	(Fuel) 3-Axle Tank Truck	FUELTT-EQ3							
56	(Hoist) Cable Hoist Truck	HOIST-TRK							
57	(Water) Buffalo Trailer "Severe Service"	LIBERTY							
58	(Water) Buffalo Trailer "Severe Service"	LIBERTY II							
59	(Lift) Truck Mounted Skid Loader	LIFTLOADER							
60	(Lube) 2-Axle Truck	LUBETRK-2A							
61	(Lube) 3-Axle Truck	LUBETRK-3A							
62	(Non-Code; MISC) Single-Axle Semi Trailer	NCS-01RS-A							
63	(Non-Code; MISC) Tandem-Axle Semi Trailer	NCS-02RS-A							
64	(Non-Code; MISC) Tri-Axle Semi Trailer	NCS-03RS-A							
65	(Non-Code; MISC) Quad-Axle Semi Trailer	NCS-04RS-A							
66	(Non-Code; MISC) Tank Truck	NCSS-TRUCK							
67	(Water) Buffalo Trailer	OASIS							
68	(Water; Potable) Tank Truck	POTWATERTT							
69	Small Tank Trailer (Various Hazardous/Non-Hazardous Products)	SLOP-TLR							
70	(Fuel) Small Trailer	SMALLTLR-F							
71	(Flat Bed) Tag Trailer (6K-18K GVWR Single Tire)	TAGTLR-18							
72	(Flat Bed) TagTrailer (16K-26K GVWR Dual Tire)	TAGTLR-26							
73	(Utility) Truck	UTILITYBED							
74	(Dust Control) Carbon Steel 2-Axle Tank Truck	WATER2ATTC							
75	(Dust Control) Stainless Steel 2-Axle Tank Truck	WATER2ATTS							
76	(Dust Control) Carbon Steel 3-Axle Tank Truck	WATER3ATTC							
77	(Dust Control) Stainless Steel 3-Axle Tank Truck	WATER3ATTS							
78	(Dust Control) 1500 Gallon 3-Axle Tank Truck	WATERAF150							
79	(Water) Single-Axle Semi Trailer	WATRS01RSA							
80	(Water) Tandem-Axle Semi Trailer	WATRS02RSA							
81	(Water) 3-Axle Semi Trailer	WATRS03RSA							
82	(Water) 4-Axle Semi Trailer	WATRS04RSA							
83	(Water) 2,000 Gallon Trailer	WTRTLR-2K							

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00002		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: Tiffany McFadden PEPCFB4 Tel: 215-737-7940 Email: Tiffany.McFadden@dla.mil		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA STOCKTON 3247 WEST MARCH LANE SUITE 300 STOCKTON CA 95219-2334 USA		CODE S0507A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CERTIFIED STAINLESS SERVICE INC 2704 RAILROAD AVE CERES CA 95307-4600 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-23-D-0004	
						10B. DATED (SEE ITEM 13) 2023 FEB 10	
CODE 1HJ27		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 electronic communication 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 electronic communication or letter, provided each electronic communication or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Pursuant to Authority of FAR 52.243-1 or FAR 52.212-4(c)

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

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

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tiffany McFadden Tiffany.McFadden@dla.mil 2023 JUN 29	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Tiffany McFadden (Signature of Contracting Officer)	16C. DATE SIGNED 2023 JUN 29

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EC-23-D-0004 / P00002	PAGE 2 OF 2 PAGES
<p>THIS CONTRACT IS MODIFIED TO INCLUDE FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION, AS FOLLOWS:</p> <p>52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)</p> <p>(a) Definitions. As used in this clause—</p> <p>Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.</p> <p>Information technology, as defined in 40 U.S.C. 11101(6)—</p> <p>(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—</p> <p>(i) Of that equipment; or</p> <p>(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;</p> <p>(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but</p> <p>(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.</p> <p>(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.</p> <p>(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.</p> <p>(End of clause)</p> <p>IF THE CONTRACTOR DOES NOT AGREE TO THIS MODIFICATION OR IS NOT IN COMPLIANCE WITH THE CLAUSE, IT SHALL IMMEDIATELY NOTIFY THE CONTRACTING OFFICER IN WRITING.</p>		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE K		PAGE 1 OF 2			
2. AMENDMENT/MODIFICATION NO. P00001			3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE			SPE8EC		7. ADMINISTERED BY (If other than Item 6) CODE		S0507A		
DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PH LADELPHIA PA 19111-5096 USA Initiator: Ryan Cunningham DRC0027 Tel: 2157378600 Email: Ryan.Cunningham@dla mil			DCMA STOCKTON 3247 WEST MARCH LANE SUITE 300 STOCKTON CA 95219-2334 USA						
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CERTIFIED STAINLESS SERVICE INC 2704 RAILROAD AVE CERES CA 95307-4600 USA						(X)		9A. AMENDMENT OF SOLICITATION NO.	
						X		9B. DATED (SEE ITEM 11)	
								10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-23-D-0004	
								10B. DATED (SEE ITEM 13) 2023 FEB 10	
CODE 1HJ27		FACILITY CODE							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS									
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.									
<u>CHECK ONE</u>		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.							
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).							
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
		D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.									
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)									
See Continuation Sheet									
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
				Robert F Spadaro Jr					
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED			
(Signature of person authorized to sign)				Robert F Spadaro Jr		2023 FEB 22			
				(Signature of Contracting Officer)					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EC-23-D-0004 / P00001	PAGE 2 OF 2 PAGES
<p>This modification is to change the DCMA Administration Office from S1403A to S0507A.</p> <p>All other terms and conditions remain the same.</p> <p>The Administration Location Code is changed from S1403A DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA</p> <p>to S0507A DCMA STOCKTON 3247 WEST MARCH LANE SUITE 300 STOCKTON CA 95219-2334 USA as indicated in Block 7.</p>		

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000117229		PAGE 1 OF 1 of 14	
2. CONTRACT NO. SPE8EC-23-D-0004		3. AWARD/EFFECTIVE DATE 10-Feb-2023		4. ORDER NUMBER		5. SOL C TAT ON NUMBER SPE8EC-21-R-0007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Robert Spadaro Jr		b. TELEPHONE NUMBER (No collect calls) (215) 737-8253		8. OFFER DUE DATE/ LOCAL TIME 6/22/2021 7/22/2021	
9. ISSUED BY DLA Troop Support Construction & Equipment (HEPP) 700 Robbins Avenue Philadelphia, PA 19111-5096				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET AS DE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NA CS: 3336120 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> 8 (A) 1500 <input type="checkbox"/> SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <div style="background-color: black; width: 50px; height: 20px; margin: 5px 0;"></div>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING To Be Shown on Each Order	
15. DELIVER TO To Be Shown On Each Order				16. ADMINISTERED BY DCMA Stockton 2247 West March Lane, Suite 300 Stockton, CA 95219-2334			
17a. CONTRACTOR/ OFFEROR Certified Stainless Service, Inc. dba West-Mark P.O. Box 100 / 2704 Railroad Ave. Ceres, CA 95307		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DFAS (SL4701) BSM P.O. Box 182317 Columbus, OH 43218-2317		18b. SUBMIT NVOCES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Page 12 through 14					
(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) \$248,000,000.00 Estimated			
<input type="checkbox"/> 27a. SOL CITATION INCORPORATES BY REFERENCE FAR 52.212-1 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF <u>West-Mark</u> OFFER DATED <u>08/4/2022</u> . YOUR OFFER ON SOL C TAT ON (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO TERMS ALL			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) SPADARO.ROBERT.F.JR.1291915040 <small>Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2023.02.10 13:50:32 -05'00'</small>			
30b. NAME AND TITLE OF SIGNER (Type or print) Steve Buckner Jr Director of Government Sales		30c. DATE SIGNED 2/10/23		31b. NAME OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr		31c. DATE SIGNED 2/10/2023	

Certified Stainless Service, Inc. d/b/a West-Mark

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) SPE8EC-21-R-0007. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Trucks & Trailers.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-21-R-0007, and the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.



d. The product base list unit prices set forth in the contractor's proposal dated August 4, 2022, and the final proposal discounts dated January 10, 2023, are applicable to the items specified in this contract and are shown on pages 12 through 14 of this contract.

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

The negotiated discounts on pages 12 through 14 this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order awarded under the contract. At any time, the Contractor can offer discounts greater than the contractual discounts.

e. In performance of this contract, any transportation of supplies by sea must comply with DFARS 252.247-7024, Notification of Transportation of Supplies by Sea.

H. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (Nov 2021)

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 within thirty days of award. 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; 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). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 6 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 (\$248,000,000.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Trucks & Trailers contracts to be awarded under SPE8EC-21-R-0007, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$421,813,877.02.

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 \$10,000,000.00
 - (2) Any order for a combination of items in excess of \$10,000,000.00; 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 August 4, 2021, and the final proposal discounts dated January 10, 2023, are applicable to the items specified in this contract and are shown on pages 12 through 14 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 items shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

5) PAYMENT

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

[REDACTED]

6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of **DCMA Stockton (S0507A)**.

ADDENDUM TO FAR 52.212-4

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

FAR 52.211-15 Defense Priority and Allocation Requirements (APR 2008)
FAR 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (JUN 2020)
FAR 52.222-50 Combatting Trafficking in Persons (NOV 2021)
FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.232-40 Providing Accelerated Payments to Small Business Contractors (NOV 2021)
FAR 52.242-5 Payments to Small Business Subcontractors (JAN 2017)
DFARS 252.225-7048 Export Controlled Items (JUN 2013)
DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018)

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

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

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

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (DEC 2022)
DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)
DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (SEP 2022)
DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019)
DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)
DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2022)
DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)
DFARS 252.225-7021, Trade Agreements (DEC 2022)
DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
DFARS 252.227-7015, Technical Data -- Commercial Items (DEC 2022)
DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (DEC 2022)
DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)
DFARS 252.244-7000, Subcontracts for Commercial Items (JAN 2021)
DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019)
DFARS 252.247-7028, Application for U.S. Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, 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:

DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (DEC 2022)
DFARS 252.227-7015, Technical Data – Commercial Items (DEC 2022)
DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (DEC 2022)
DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019)

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 12 through 14 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement of a particular delivery order.

(b) F.O.B. Point

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

☒ With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Destination for all resulting contract delivery orders and F.O.B. Origin for any Foreign Military Sales (FMS) requirements.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

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

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

(b) Place of Packaging, Packing and Marking:

☒ (1) Same as shown in a(1) above

☐ (2) As shown below:

(c) Place of Government Inspection: WILL BE SPECIFIED ON DELIVERY ORDER

☒ (1) Material inspection, except as may be indicated in c(2), will be made at the following locations:

ITEM NO.

[REDACTED]

PLANT NAME AND ADDRESS

[REDACTED]

**GOVERNMENT
INSPECTION OFFICE**

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
-----------------	-------------------------------	-------------------------------------

☒ (3) At destination

(d) Place of Acceptance: **WILL BE SPECIFIED ON DELIVERY ORDER**

☒ (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 Places of Performance, Inspection, and Acceptance must be approved in writing by the Contracting Officer.

[REDACTED]
[REDACTED]
[REDACTED]

Contract Terms and Conditions Required to Implement Statutes or Executive Orders (DEC 2022)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (SEP 2021) of 52.219-9.

☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

- ___ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) *Alternate I* (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (OCT 2015) of 52.223-13.
- ___ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ___ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48) (i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate 1 (OCT 2022) of 52.225-1
- ___ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 202) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (DEC 2022) of 52.225-3.
- ___ (iv) Alternate III (JAN 2021) of 52.225-3.
- ___ (v) Alternate IV (OCT 2022) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

 (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

 (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

 (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

 (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (10 U.S.C. 3805)).

 (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

 X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

 (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

 (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

 (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

 (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

 (iii) Alternate II (Nov 2021) of 52.247-64.

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

 (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

 (7) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

 (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

 (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(a) *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, as defined in FAR 2.101, on the date of award of this contract, 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) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

- (b) *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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(3) 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.

(4) 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.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).

(xiii) ___ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SPE8EC-23-D-0004

Certified Stainless Service, Inc. d/b/a West-Mark

Trucks & Trailers

Item Number	Description of Item	Model Number	
KAUFMAN			
1	35-Ton Lowboy Trailer	WMLB-SD-35	
2	50-Ton Lowboy Trailer	WMLB-SD-50	
3	55-Ton Lowboy Trailer	WMLB-SD-55	
4	60-Ton Lowboy Trailer	WMLB-SD-60	
5	35-Ton Lowboy Paver Style Trailer	WMLB-PT-35	
6	50-Ton Lowboy Paver Style Trailer	WMLB-PT-50	
7	55-Ton Lowboy Paver Style Trailer	WMLB-PT-55	
8	60-Ton Lowboy Paver Style Trailer	WMLB-PT-60	
CEMENTEC			
9	3 Cubic Yard Cement Mixer with 260 Gal Water Tank, 30 Cubic Ft Cement Bin with a production rate of 15 Cubic Yards/Hr	WMM15	
10	5 to 6 Cubic Yard Cement Mixer with 260-430 Gal Water Tank, 50-65 Cubic Ft Cement Bin with a production rate of 30 Cubic Yards/Hr	WMM30	
11	8 to 10 Cubic Yard Cement Mixer with 430-510 Gal Water Tank, 85-140 Cubic Ft Cement Bin with a production rate of 30 Cubic Yards/Hr	WMM30X	
12	8 to 10 Cubic Yard Cement Mixer with 510 Gal Water Tank, 115-140 Cubic Ft Cement Bin with a production rate of 60 Cubic Yards/Hr	WMM60	
13	8 to 10 Cubic Yard Cement Mixer with 510 Gal Water Tank, 115-140 Cubic Ft Cement Bin with a production rate of 60 Cubic Yards/Hr	WMC60	
14	12 Cubic Yard Gunitite & Shotcrete System with, 115 Cubic Ft Bin with a production rate of 30 Cubic Yards/Hr	WMG30X	
15	800 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 8,000 lbs & a (Gas or Electric) Motor	WMCT200LP	
16	1,200 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 15,000 lbs & a Electric Motor	WMCT300LP	
17	1,400 Cubic Ft Capacity Barrel, 150 Sq Ft Bag House Capacity with a Empty Weight of 10,000 lbs & a (Gas or Electric) Motor	WMCT350P	
INTERSTATE TRAILERS			
18	12,000 lbs. Fender style trailer w/beavertail & ramps, electric brakes.	WM12-RBS	
19	12,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM12-BST	
20	14,000 lbs. Fender style trailer w/beavertail & ramps, electric brakes.	WM14-RBS	
21	16,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM16-BST	
22	18,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM18-BST	
23	20,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM20-DT	
24	20,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM20-DTA	
25	24,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM24-DT	
26	24,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM24-DTA	
27	30,000 lbs. Tag-along trailer w/beavertail & ramps, electric brakes.	WM30-DLE	
28	40,000 lbs. Tag-along trailer w/ beavertail & ramps, air brakes.	WM40-DLA	
29	50,000 lbs. Tag-along trailer w/beavertail & ramps, air brakes.	WM50-DLA	
30	12,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM12-TST	
31	14,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM14-TST	
32	16,000 lbs. Fender style trailer w/tilting deck, electric brakes.	WM16-TST	
33	20,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM20-TDT	
34	20,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM20-TDA	
35	24,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM24-TDT	
36	24,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM24-TDA	
37	30,000 lbs. Tag-along trailer w/tilting deck, electric brakes.	WM30-TDE	
38	40,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM40-TDL	

Item Number	Description of Item	Model Number	Delivery (days after award)	Base List Price	% of Discount (Base Unit/ 1 EA)	Government Discounted Price (Base Unit)	% of DISC. (Attachments/ Optional Features*	(1) Qty Range	(1) Disc %
39	40,000 lbs. Tag-along trailer w/reduced incline tilt, air brakes.	WM40-APC							
40	50,000 lbs. Tag-along trailer w/tilting deck, air brakes.	WM50-TDL							
41	50,000 lbs. Fixed neck lowboy w/tilting deck, 3 axle.	WM50-G-TDL							
42	50,000 lbs. Fixed neck lowboy w/beavertail & ramps.	WM50-LBG							
43	70,000 lbs. Fixed neck lowboy w/beavertail & ramps.	WM70-LBG							
44	70,000 lbs. Slope neck lowboy w/ beavertail & ramps.	WM70-PRC							
WESTMARK									
45	(DOT-406) Tandem-Axle Semi Trailer	406S-02RSA							
46	(DOT-407) Single-Axle Semi Trailer	407S-01RSA							
47	(DOT-407) Tandem-Axle Semi Trailer	407S-02RSA							
48	(DOT-407) Tank Truck	407S-TTRSA							
49	(Water) Tandem-Axle Semi Trailer w/ Spray Pkg	5000TASPRA							
50	(Fuel) Towable Fuel Bowser Trailer (15 MPH Max)	BOWSER-001							
51	(Cargo) Single-Axle SSL Trailer	CARGOTLR							
52	Converter Dolly (1-Axle & 2-Axle Units)	CONVRTRDLY							
53	Drom / Headache Rack (Back of Tractor Cab)	DECK-CS-0A							
54	Drom / Winch Deck Truck (Back of Tractor Cab)	DECK-CS-HR							
55	(Dump) Articulated Truck	DUMPTRK-AR							
56	(Dump) Truck, 2-Axle	DUMPTRUCK2							
57	(Dump) Truck, 3-Axle	DUMPTRUCK3							
58	(Fish) Single-Axle Semi Trailer	FISHTLR-SA							
59	(Fish) Tandem-Axle Semi Trailer	FISHTLR-TA							
60	(Fish) Tank Truck	FISHTRUCKA							
61	(Fuel) Aircraft Refueling Tank Truck	FUELTT-AC5							
62	(Fuel) 2-Axle Tank Truck	FUELTT-EQ2							
63	(Fuel) 3-Axle Tank Truck	FUELTT-EQ3							
64	(Hoist) Cable Hoist Truck	HOIST-TRK							
65	(Water) Buffalo Trailer "Severe Service"	LIBERTY							
66	(Water) Buffalo Trailer "Severe Service"	LIBERTY II							
67	(Lift) Truck Mounted Skid Loader	LIFTLOADER							
68	(Lube) 2-Axle Truck	LUBETRK-2A							
69	(Lube) 3-Axle Truck	LUBETRK-3A							
70	(Non-Code; MISC) Single-Axle Semi Trailer	NCS-01RS-A							
71	(Non-Code; MISC) Tandem-Axle Semi Trailer	NCS-02RS-A							
72	(Non-Code; MISC) Tri-Axle Semi Trailer	NCS-03RS-A							
73	(Non-Code; MISC) Quad-Axle Semi Trailer	NCS-04RS-A							
74	(Non-Code; MISC) Tank Truck	NCSS-TRUCK							
75	(Water) Buffalo Trailer	OASIS							
76	(Water; Potable) Tank Truck	POTWATERTT							
77	Small Tank Trailer (Various Hazardous/Non-Hazardous Products)	SLOP-TLR							
78	(Fuel) Small Trailer	SMALLTLR-F							
79	(Flat Bed) Tag Trailer (6K-18K GVWR Single Tire)	TAGTLR-18							
80	(Flat Bed) TagTrailer (16K-26K GVWR Dual Tire)	TAGTLR-26							
81	(Utility) Truck	UTILITYBED							
82	(Dust Control) Carbon Steel 2-Axle Tank Truck	WATER2ATTIC							
83	(Dust Control) Stainless Steel 2-Axle Tank Truck	WATER2ATTIS							
84	(Dust Control) Carbon Steel 3-Axle Tank Truck	WATER3ATTIC							
85	(Dust Control) Stainless Steel 3-Axle Tank Truck	WATER3ATTIS							
86	(Dust Control) 1500 Gallon 3-Axle Tank Truck	WATERAF150							
87	(Water) Single-Axle Semi Trailer	WATRS01RSA							
88	(Water) Tandem-Axle Semi Trailer	WATRS02RSA							
89	(Water) 3-Axle Semi Trailer	WATRS03RSA							

Item Number	Description of Item	Model Number	Delivery (days after award)	Base List Price	% of Discount (Base Unit/ 1 EA)	Government Discounted Price (Base Unit)	% of DISC. (Attachments/ Optional Features*	(1) Qty Range	(1) Disc %
90	(Water) 4-Axle Semi Trailer	WATRS04RSA							
91	(Water) 2,000 Gallon Trailer	WTRTLR-2K							