

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

**NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.**

1. REQUISITION NUMBER <div style="text-align: center; font-weight: bold;">1000117845</div>		PAGE 1 OF 16	
2. CONTRACT NUMBER <div style="text-align: center; font-weight: bold;">SPE8EC-26-D-0003</div>	3. AWARD/EFFECTIVE DATE <div style="text-align: center; font-weight: bold;">10/1/25</div>	4. ORDER NUMBER	5. SOLICITATION NUMBER <div style="text-align: center; font-weight: bold;">SPE8EC-21-R-0006</div>
6. SOLICITATION ISSUE DATE <div style="text-align: center; font-weight: bold;">7/1/2021</div>		7. FOR SOLICITATION INFORMATION CALL:	
a. NAME <div style="text-align: center; font-weight: bold;">Robert F. Spadaro, Jr.</div>		b. TELEPHONE NUMBER <i>(No collect calls)</i> <div style="text-align: center; font-weight: bold;">(445) 737-7971</div>	
8. OFFER DUE DATE/ LOCAL TIME <div style="text-align: center; font-weight: bold;">8/1/2021</div>			

9. ISSUED BY <div style="text-align: center; font-weight: bold;">DLA Troop Support Construction and Equipment (Supply Chain) 700 Robbins Avenue Philadelphia, PA 19111 -5096</div>	CODE <div style="text-align: center; font-weight: bold;">SPE8EC</div>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)         </div> <div style="width: 45%;"> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)  <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)         </div> </div>
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11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <div style="text-align: center; font-weight: bold;">NET 30 days</div>	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)
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15. DELIVER TO <div style="text-align: center; font-weight: bold;">To Be Shown On Each Order</div>	CODE	16. ADMINISTERED BY <div style="text-align: center; font-weight: bold;">DCMA Orlando 3555 Maguire BLVD Orlando, FL 32803-3799</div>
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17a. CONTRACTOR/ OFFEROR <div style="text-align: center; font-weight: bold;">Deere &amp; Company 2000 John Deere Run Cary, North Carolina 27513-2789</div>	CODE <div style="text-align: center; font-weight: bold;">0XWZ3</div>	FACILITY CODE	18a. PAYMENT WILL BE MADE BY <div style="text-align: center; font-weight: bold;">DFAS (SL4701) BSM PO Box 182317 Columbus, OH 43218-2317</div>
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See pages 28-36				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA <div style="text-align: center; font-weight: bold;">To Be Shown On Each Order</div>	26. TOTAL AWARD AMOUNT (For Government Use Only) <div style="text-align: center; font-weight: bold;">\$86,000,000.00</div>
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <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: REFERENCE <b>John Deere</b> OFFER DATED <u>06/13/2025</u> YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: AG, EQUIP.	

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <div style="text-align: center; font-weight: bold;">SPADARO.ROBERT.F.JR.129</div> <div style="font-size: small;">Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2025.10.01 13:26:11 -0400</div>		
30b. NAME AND TITLE F SIGNER (Type or print) <div style="text-align: center; font-weight: bold;">Erin "Kelley" B. Hanold</div>	30c. DATE SIGNED <div style="text-align: center; font-weight: bold;">10/1/25</div>	31b. NAME OF CONTRACTING OFFICER (Type or print) <div style="text-align: center; font-weight: bold;">Robert F. Spadaro, Jr.</div>	31c. DATE SIGNED <div style="text-align: center; font-weight: bold;">10/1/25</div>

**Deere & Company****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 Requests for Proposal (RFP) SPE8EC-21-R-0006.
- b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-21-R-0006, as amended, and the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.
- c. Discount Terms of "Net 30," as agreed upon during negotiations, is applicable to this contract.
- d. Clause Far 52.212-16 Economic Price Adjustment - Standard Supplies "All" are acceptable and are incorporated into this contract.

[REDACTED]

[REDACTED]

- g. The product base list unit prices and the final proposal discounts submitted in the original proposal from January 22, 2025, are applicable to the items specified in this contract and confirmed again on July 11, 2025 are shown on pages 28-36 of this contract.
- h. Deere & Company has certified in SAMS regarding FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation and certified that they do not provide or use covered telecommunications services. FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) is hereby incorporated.

The proposed product base list unit prices are from the Deere & Company price list effective

[REDACTED].

Deere & Company's commercial Small Business Subcontracting Plan dated November 6, 2024, is hereby incorporated into the contract.

The negotiated discounts on pages 28-36 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order awarded under the contract. At any time, the contractor can offer discounts greater than the contractual discounts.

**i. 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 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 (\$86,000,000.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Agricultural Equipment contracts to be awarded under SPE8EC-21-R-0006, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$145,422,886.59.

## **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 exceeding \$100,000,000.00

(2) Any order for a combination of items exceeding \$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 PRICE**

(a) The product base list unit price set forth in the contractor's proposal with an effective date of January 22, 2025, and confirmed on July 11, 2025 are applicable to the items specified in this contract and are shown on pages 28-36 of this contract.

(b) Additions to the above items. The unit price(s) and initial delivery schedule for any item(s) added to the initial item shall be established based on negotiations between the Government and the Contractor. The unit price(s) must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

#### **5) PAYMENT**

a. **Terms:** Payment terms are Net 30 Days

b. Prompt Payment Procedures apply.

c. **Remittance Address:** The Contractor's remittance address is as follows:



**6) CONTRACT ADMINISTRATION:** Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Orlando (S1002A).

#### **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 (JUNE 2020)

**FAR 52.232-39**, Unenforceability of Unauthorized Obligations (JUN 2013)

**FAR 52.232-40**, Providing Accelerated Payments to Small Business Contractors (MAR 2023)

**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 (JAN 2023)

*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)

*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 252.203-7003**, 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 (MAY 2024)

**DFARS 252.204-7015**, Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)

**DFARS 252.205-7000**, Provision of Information to Cooperative Agreement Holders (OCT 2024)

**DFARS 252.211-7003**, Item Unique Identification and Valuation (JAN 2023)

**DFARS 252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)

**DFARS 252.223-7008**, Prohibition of Hexavalent Chromium (JAN 2023)

**DFARS 252.225-7012**, Preference for Certain Domestic Commodities (APR 2022)

**DFARS 252.225-7021**, Trade Agreements (FEB 2024)

**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 (JAN 2023)

**DFARS 252.227-7037**, Validation of Restrictive Markings on Technical Data (JAN 2025)

**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 Products or Commercial Services (NOV 2023)

**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 – Other than Commercial Products and Commercial Services (JAN 2025)

**DFARS 252.227-7015**, Technical Data – Commercial Products and Commercial Services (JAN 2025)

**DFARS 252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)

**DFARS 252.237-7019**, Training for Contractor Personnel Interacting with Detainees (JAN 2023)



**DFARS 252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

**DFARS 252.247-7023**, Transportation of Supplies by Sea (OCT 2024)

**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 page 11 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.

**PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT**

(a) Place of Performance:

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>
*	John Deere GmbH & Co. KG Mannheim John-Deere-Str. 90 68163 Mannheim
*	Tractors John Deere, S.A. de Blvd. Jesus Valdez Sanchez # 470 Zona Centro, Saltillo, Coah., Mexico
*	John Deere Waterloo Works 3500 E. Donald Street Waterloo, IA 50704
*	John Deere Commercial Products 700 Horizon South Parkway Grovetown, GA 30813-9388
*	John Deere Turf Care 6501 Highway 55 East

Fuquay-Varina, NC 27526

\* John Deere Horicon Works  
300 N. Vine  
Horicon, WI 53032

**\*Place of Performance will be specified on each quote by John Deere during the RFQ process.**

[ ] (2) Items will be furnished from stock. Manufacturer (not dealer) is as follows:

**ITEM NO.**                      **PLANT NAME AND ADDRESS**

(b) Place of Packaging, Packing and Marking:

[ X ] (1) Same as shown in a(1) above.

[ ] (2) As shown below:

**ITEM NO.**                      **PLANT NAME AND ADDRESS**

(c) Place of Government Inspection: *will be indicated on each Delivery Order*

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

<b><u>ITEM NO.</u></b>	<b><u>PLANT NAME AND ADDRESS</u></b>	<b><u>GOVERNMENT INSPECTION OFFICE</u></b>
*	John Deere GmbH & Co. KG Mannheim John-Deere-Str. 90 68163 Mannheim	DCMA Europe SCN06A
*	Tractors John Deere, S.A. d Blvd. Jesus Valdez Sanchez # 470 Zona Centro, Saltillo, Coah, Mexico	DCMA Americas SCN01A
*	John Deere Waterloo Works 3500 E. Donald Street Waterloo, IA 50704	DCMA Twin Cities S2401A
*	John Deere Commercial Products 700 Horizon South Parkway Grovetown, GA 30813-9388	DCMA Orlando S1002A
*	John Deere Turf Care 6501 Highway 55 East Fuquay-Varina, NC 27526	DCMA Orlando S1002A
*	John Deere Horicon Works	DCMA Chicago

300 N. Vine  
Horicon, WI 53032

S1403A

**The location of Government inspection and acceptance will be at the supporting/delivery dealer location, as Indicated on the RFQ process. See attachment at end of this document for a complete list of Deere and Company dealers.**

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

☒ (3) At destination

(d) Place of Acceptance: *will be indicated on each 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 above Place of Performance, Inspection, and Acceptance must be approved in writing by the Contracting Officer.

**\*The Place of Performance, Inspection, and Acceptance for all items will be determined upon the issuance of each delivery order.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (January 2025)**



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 products and commercial services:

- (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 Covered Entities (Dec 2023) (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) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) [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 products and commercial services:

[Contracting Officer check as appropriate.]

- X   (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. 4655](#)).
- X   (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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).
- X   (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101](#) note).
- (6) [Reserved].
- (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X   (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115-390](#), title II).
- (11) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).

- \_\_\_ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- X (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ( [31 U.S.C. 6101 note](#)).
- X (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).
- \_\_\_ (14) [Reserved].
- \_\_\_ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).
- \_\_\_ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (17) [Reserved]
- \_\_\_ (18) (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](#).
- \_\_\_ (19) (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](#).
- X (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ( [15 U.S.C. 637](#)(d)(2) and (3)).
- X (21) (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ( [15 U.S.C. 637](#)(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- X (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Jan 2025) of [52.219-9](#).
- \_\_\_ (22) (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](#).
- \_\_\_ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- X (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- X (26) (i) [52.219-28](#), Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (28) [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)).
- \_\_\_ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644](#)(r)).
- \_\_\_ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637](#)(a)(17)).
- X (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025) ( [E.O. 13126](#)).
- \_\_\_ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (34) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

- (ii)Alternate I (Feb 1999) of [52.222-26](#).
- X (35) (i)[52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (ii)Alternate I (Jul 2014) of [52.222-35](#).
- X (36)(i)[52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- (ii)Alternate I (Jul 2014) of [52.222-36](#).
- X (37)[52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- X (38)[52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (39) (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).
- X (40)[52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- (41) (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.)
- (42)[52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (43)[52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (44)[52.223-20](#), Aerosols (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (45)[52.223-21](#), Foams (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (46)[52.223-23](#), Sustainable Products and Services (May 2024) ( [E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671l](#)).
- (47) (i)[52.224-3](#) Privacy Training (Jan 2017) ( [5 U.S.C. 552](#) a).
- (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 I (Oct 2022) of [52.225-1](#).
- (49) (i)[52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 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 (Jan 2025) of [52.225-3](#).
- (iv)Alternate III (Feb 2024) of [52.225-3](#).
- (v)Alternate IV (Oct 2022) of [52.225-3](#).
- (50)[52.225-5](#), Trade Agreements (NOV 2023) ( [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. Subtitle A, Part V, Subpart G Note).
- (53)[52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( 42 U.S.C. 5150).

- X (54)[52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (55)[52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( [E.O. 13513](#)).
- X (56)[52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- \_\_\_ (57)[52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- \_\_\_ (58)[52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- X (59)[52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).
- \_\_\_ (60)[52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (61)[52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (62)[52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).
- \_\_\_ (63)[52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- X (64)[52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- \_\_\_ (65) (i)[52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) 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 products and commercial services:

*[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) ( [29U.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 for Contractor Workers Under Executive Order 14026 (Jan 2022).
- \_\_\_ (8)[52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- \_\_\_ (9)[52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- \_\_\_ (10)[52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ( [49 U.S.C. 40118\(g\)](#)).

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. 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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).

(iii) [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)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [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).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).

(B) Alternate I (Dec 2023) of [52.204-30](#).

(viii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ( [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.

(ix) Reserved



- (x) Reserved.
- (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xiv) [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](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).
- (xvi) (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).
- (xvii) [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).
- (xviii) [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).
- (xix) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [E.O. 12989](#)).
- (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii) (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxiii) [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. Subtitle A, Part V, Subpart G Note).
- (xxiv) [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](#).
- (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- (xxvii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

*Alternate I* (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (Jan 2025). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)),



or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
  - (ii) Interview any officer or employee regarding such transactions.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).

(D) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(E) [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).

(F) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(G)    ( *I* ) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).

   (2) Alternate I (Dec 2023) [52.204-30](#).

(H) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ( [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.

(I) Reserved

(J) Reserved

(K) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(L) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(M) [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](#).

(N) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#) ).

(O)    ( *I* ) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

   (2) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

- (P) [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](#)).
- (Q) [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](#)).
- (R) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [Executive Order 12989](#)).
- (S) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (T) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (U)\_\_\_ (1) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
- \_\_\_ (2) Alternate I (Jan 2017) of [52.224-3](#).
- (V) [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. Subtitle A, Part V, Subpart G Note).
- (W) [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.
- (X) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (Y) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- (Z) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

## **DFARS 252.246-7008 Sources of Electronic Parts (Jan 2023)**

(a) *Definitions.* As used in this clause—

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

“Electronic part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

"Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

(b) *Selecting suppliers.* In accordance with section 818(c)(3) of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), as amended by section 817 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291) and section 885 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92), the Contractor shall—

(1) First obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from—

- (i) The original manufacturers of the parts;
- (ii) Their authorized suppliers; or
- (iii) Suppliers that obtain such parts exclusively from the original manufacturers of the parts or their authorized suppliers;

(2) If electronic parts are not available as provided in paragraph (b)(1) of this clause, obtain electronic parts that are not in production by the original manufacturer or an authorized aftermarket manufacturer, and that are not currently available in stock from a source listed in paragraph (b)(1) of this clause, from suppliers identified by the Contractor as contractor-approved suppliers, provided that—

- (i) For identifying and approving such contractor-approved suppliers, the Contractor uses established counterfeit prevention industry standards and processes (including inspection, testing, and authentication), such as the DoD-adopted standards at <https://assist.dla.mil>;
- (ii) The Contractor assumes responsibility for the authenticity of parts provided by such contractor-approved suppliers; and
- (iii) The Contractor’s selection of such contractor-approved suppliers is subject to review, audit, and approval by the Government, generally in conjunction with a contractor purchasing system review or other surveillance of purchasing practices by the contract administration office, or if the Government obtains credible evidence that a contractor-approved supplier has provided counterfeit parts. The Contractor may proceed with the acquisition of electronic parts from a contractor-approved supplier unless otherwise notified by DoD; or

(3)(i) Take the actions in paragraph (b)(3)(ii) of this clause if the Contractor—

(A) Obtains an electronic part from—

(1) A source other than any of the sources identified in paragraph (b)(1) or (b)(2) of this clause, due to nonavailability from such sources; or

(2) A subcontractor (other than the original manufacturer) that refuses to accept flowdown of this clause; or

(B) Cannot confirm that an electronic part is new or previously unused and that it has not been comingled in supplier new production or stock with used, refurbished, reclaimed, or returned parts.

(ii) If the contractor obtains an electronic part or cannot confirm an electronic part pursuant to paragraph (b)(3)(i) of this clause—

(A) Promptly notify the Contracting Officer in writing. If such notification is required for an electronic part to be used in a designated lot of assemblies to be acquired under a single contract, the Contractor may submit one notification for the lot, providing identification of the assemblies containing the parts (e.g., serial numbers);

(B) Be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(C) Make documentation of inspection, testing, and authentication of such electronic parts available to the Government upon request.

(c) *Traceability.* If the Contractor is not the original manufacturer of, or authorized supplier for, an electronic part, the Contractor shall—

(1) Have risk-based processes (taking into consideration the consequences of failure of an electronic part) that enable tracking of electronic parts from the original manufacturer to product

acceptance by the Government, whether the electronic part is supplied as a discrete electronic part or is contained in an assembly;

(2) If the Contractor cannot establish this traceability from the original manufacturer for a specific electronic part, be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(3)(i) Maintain documentation of traceability (paragraph (c)(1) of this clause) or the inspection, testing, and authentication required when traceability cannot be established (paragraph (c)(2) of this clause) in accordance with FAR subpart 4.7; and

(ii) Make such documentation available to the Government upon request.

(d) *Government sources.* Contractors and subcontractors are still required to comply with the requirements of paragraphs (b) and (c) of this clause, as applicable, if—

(1) Authorized to purchase electronic parts from the Federal Supply Schedule;

(2) Purchasing electronic parts from suppliers accredited by the Defense Microelectronics Activity; or

(3) Requisitioning electronic parts from Government inventory/stock under the authority of [252.251-7000](#), Ordering from Government Supply Sources.

(i) The cost of any required inspection, testing, and authentication of such parts may be charged as a direct cost.

(ii) The Government is responsible for the authenticity of the requisitioned parts. If any such part is subsequently found to be counterfeit or suspect counterfeit, the Government will—

(A) Promptly replace such part at no charge; and

(B) Consider an adjustment in the contract schedule to the extent that replacement of the counterfeit or suspect counterfeit electronic parts caused a delay in performance.

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts, including subcontracts for commercial products, that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.

(End of clause)

#### **FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

(a) *Definitions.* As used in this clause—

*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.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(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—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(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

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(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.

(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.

(End of clause)

#### **FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

(a) *Definitions*. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);



- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures



for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### **FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (DEC 2023)**

(a) *Definitions*. As used in this clause-

*Covered article*, as defined in 41 U.S.C. 47130<). means-

(1) Information technology, as defined in 40 U.S.C. 11101 , including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3

of the Communications Act of 1934 ( 47 U.S.C. 153):

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain

Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems

or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1 .303(d) and@).:

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the

extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to

as a Department of Homeland Security (OHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD)

and national security systems other than sensitive compartmented information systems. This type of

FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence

community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of

this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence

through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the

Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or

agency

concerned, as an element of the intelligence community.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any

telecommunications system) used or operated by an agency or by a contractor of an agency, or other

organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities

related to national security; involves command and control of military forces; involves equipment that is an

integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence

missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized

under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of

national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about

the identity of any covered articles, or any products or services produced or provided by a source. This

applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable

inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence

sources, methods, or analytical processes, which is required to be handled within formal access control

systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or

store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use

as part of the performance of the contract any covered article, or any products or services produced or

provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as

follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA

orders apply.

(ii) For all other solicitations and contracts OHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM)

at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are

effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an

amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph

(c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied

through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique

entity identifier (if known), that supplied or supplies the covered article or the product or service to the

Offerer;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(S)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://ldibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order,

pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

**PROHIBITION REGARDING RUSSIAN FOSSIL FUEL OPERATIONS (DEVIATION 2024-00006) (FEB 2024)**

(a) Definitions. As used in this clause-

"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The

term does not include-

(1) Any shipment subject to price caps as specified in the-

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on

December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products

Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023,

between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(8) Actions taken to support the suspension or termination of business operations for commercial activities

during the period beginning on the effective date and ending on December 31, 2029, including-

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian

Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in

Russia. Fossil fuel company means an entity or individual that-

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) Prohibition. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year

2024 (Pub. L. 118-31 ), the Contractor is prohibited from entering into a subcontract or other contractual

instrument for the procurement of products or services with any entity or individual that is known to be, or

that is known to have fossil fuel business operations with an entity or individual that is, not less than 50

percent owned, individually or collectively, by-

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company

transports oil or gas-

(i) Through the Russian Federation for sale outside of the Russian Federation; and Attachment Class

Deviation 2024-00006 Prohibition on Contracting with Russian Energy Fossil Fuel and Fossil Fuel Business



Operations

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.  
(End of clause)

Item #	Description of Item	Make/ Model Number
1	X330 Select Series™ Tractor with 42-in. Accel Deep™ Mower Deck	4694M - X330 42A
2	X330 Select Series™ Tractor with 48-in. Accel Deep™ Mower Deck	4695M - X330 48A
3	X350 Select Series™ Tractor with 42-in. Accel Deep™ Mower Deck	488DM - X350 42A
4	X350 Select Series™ Tractor with 48-in. Accel Deep™ Mower Deck	488EM - X350 48A
5	X350 Select Series™ Tractor without mower deck	488FM - X350 LESS DECK
6	X350R Select Series™ Tractor with 42-in. Rear-Discharge Mower Deck	4897M - X350R 42RD
7	X354 Select Series™ Tractor with 42-in. Accel Deep™ Mower Deck	5197M - X354 42A
8	X370 Select Series™ Tractor with 42-in. Accel Deep™ Mower Deck	5205M - X370 42A
9	X380 Select Series™ Tractor with 48-in. Accel Deep™ Mower Deck	521BM - X380 48A
10	X380 Select Series™ Tractor with 54-in. Accel Deep™ Mower Deck	521CM - X380 54A
11	X384 Select Series™ Tractor with 48-in. Accel Deep™ Mower Deck	5222M - X384 48A
12	X390 Select Series™ Tractor with 48-in. Accel Deep™ Mower Deck	5234M - X390 48A
13	X390 Select Series™ Tractor with 54-in. Accel Deep™ Mower Deck	5235M - X390 54A
14	X394 Select Series™ Tractor with 48-in. Accel Deep™ Mower Deck	5242M - X394 48A
15	X570 Select Series™ Tractor with 48-in. Accel Deep™ Mower Deck	5348M - X570 48A
16	X570 Select Series™ Tractor with 54-in. Accel Deep™ Mower Deck	5349M - X570 54A
17	X580 Select Series™ Tractor with 54-in. Accel Deep™ Mower Deck	5352M - X580 54A
18	X584 Select Series™ Tractor without Mower Deck	5365M - X584 LESS DECK
19	X590 Select Series™ Tractor with 54-in. Accel Deep™ Mower Deck	486AM - X590 54A
20	X590 Select Series™ Tractor without Mower Deck	486BM - X590 LESS DECK
21	X730 Signature Series Tractor without mower deck	5812M - X730, 2WD, TURF
22	X734 Signature Series Tractor without mower deck	5822M - X734, 2WD, 4WS, TURF
23	X738 Signature Series Tractor without mower deck	5832M - X738, 4WD, HDAP
24	X739 Signature Series Tractor without mower deck	5842M - X739, 4WD, 4WS, HDAP
25	X750 Signature Series Tractor without mower deck	5854M - X750, DSL, 2WD, TURF

26	X754 Signature Series Tractor without mower deck	5864M - X754, DSL, 2WD, 4WS TURF
27	X758 Signature Series Tractor without mower deck	5874M - X758, DSL, 4WD, HDAP
28	1550 TerrainCut™ Commercial Front Mower (Less Mower Deck)	240BTC - 1550 TERRAIN CUT T4 TRACTOR
29	1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	2439TC - 1570 TERRAIN CUT T4 TRACTOR
30	1575 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)	244BTC - 1575 TERCUT 4WD(CAB)T4 TRCT
31	1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)	2459TC - 1580 TERRAIN CUT T4 TRACTOR
32	1585 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)	246BTC - 1585 TERCUT 4WD(CAB)T4 TRCT
33	1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	0736TC - WAM, 4P 1600 TURBO MOWER
34	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	0737TC - 1600 WAM 2 POST MOWER
35	Q810E Commercial QuikTrak E Series	23A0TC - MOWER, 810E QUIKTRAK
36	Q820E Commercial QuikTrak E Series	23B0TC - MOWER, 820E QUIKTRAK
37	Q820M Commercial QuikTrak M Series	23C0TC - MOWER, Q820M QUIK TRACK
38	Q850M Commercial QuikTrak M Series	23D0TC - MOWER, Q850M QUIK TRACK
39	Q850R Commercial QuikTrak R Series	23E0TC - MOWER, Q850R QUIK TRACK
40	Q865R EFI Commercial QuikTrak R Series	23J0TC - MOWER, Q865R QUIK TRACK
41	W36M Commercial Walk Behind Mower with Hydraulic Transaxle	2601TC - WALK BEHIND MOWER, W36M
42	W36R Commercial Walk Behind Mower with Pump/Motor Hydraulic Drive	2623TC - WALK BEHIND MOWER, W36R
43	W48M Commercial Walk Behind Mower with Hydraulic Transaxle	2611TC - WALK BEHIND MOWER, W48M
44	W48R Commercial Walk Behind Mower with Pump/Motor Hydraulic Drive	2632TC - WALK BEHIND MOWER, W48R
45	W52R Commercial Walk Behind Mower with Pump/Motor Hydraulic Drive	2641TC - WALK BEHIND MOWER, W52R
46	W61R Commercial Walk Behind Mower with Pump/Motor Hydraulic Drive	2651TC - WALK BEHIND MOWER, W61R
47	Z720E ZTrak	2241TC - Z720E FR691 23HP MIDZ MOWER
48	Z730M ZTrak	2261TC - Z730M FS730 24HP MIDZ
49	Z735E ZTrak	2251TC - Z735E BR810 25HP MIDZ MOWER
50	Z735M ZTrak	2271TC - Z735M BR810 S SC 25HP MIDZ
51	Z740R ZTrak	2287TC - Z740R FX730 23.5HP MIDZ
52	Z740R ZTrak CA	2289TC - Z740R FX730 23.5HP MIDZ CA
53	Z760R ZTRAK	22A0TC - Z760R MIDZ

54	Z920M ZTrak	2148TC - Z920M GAS MIDZ MOWER
55	Z930M ZTrak	216ETC - Z930M GAS MOWER
56	Z950M ZTrak	0695TC - 950M GAS MIDZ MOWER
57	Z950R ZTrak	2197TC - Z950R GAS MID-Z MOWER
58	Z955M EFI ZTrak	2523TC - Z955M GAS MOWER
59	Z955R EFI ZTrak	2593TC - Z955R GAS MOWER
60	Z960M ZTrak	2234TC - Z960M GAS MIDZ MOWER
61	Z965M EFI ZTrak	2291TC - Z965M GAS MOWER
62	Z965R EFI ZTrak	2570TC - Z965R GAS MOWER
63	Z970R ZTrak	2215TC - MOWER, Z970R GAS MOWER
64	Z975M EFI ZTrak	2660TC - Z975M GAS MOWER
65	Z985R EFI ZTrak	2670TC - Z985R DSL MIDZ DOM MOWER
66	Z994R Diesel Commercial ZTrak	2545TC - Z994R DSL MIDZ DOM MOWER
67	Z997R DIESEL NA	091STC - Z997R MIDZ MOWER
68	1023E Sub-Compact Utility Tractor (15 PTO hp)	0253LV - 1023E TRACTOR
69	1025R Sub-Compact Utility Tractor (18 PTO hp)	0280LV - 1025R TRACTOR
70	2025R Compact Utility Tractor (18 PTO hp)	1511LV - 2025R TRACTOR
71	2032R Compact Utility Tractor (25 PTO hp)	1536LV - 2032R TRACTOR
72	2038R Compact Utility Tractor (30 PTO hp)	1556LV - 2038R TRACTOR
73	3025D Compact Utility Tractor	1681LV - 3025D TRACTOR
74	3025E Compact Utility Tractor	1355LV - 3025E TRACTOR
75	3032E Compact Utility Tractor	1475LV - 3032E TRACTOR
76	3033R Compact Utility Tractor (24 PTO hp)	136ALV - 3033R TRACTOR
77	3035D Compact Utility Tractor	1691LV - 3035D TRACTOR
78	3038E Compact Utility Tractor	148CLV - 3038E TRACTOR
79	3039R Compact Utility Tractor (31 PTO hp)	138ALV - 3039R TRACTOR
80	3043D Compact Utility Tractor	16A1LV - 3043D TRACTOR
81	3046R Compact Utility Tractor (34 PTO hp)	029ALV - 3046R TRACTOR
82	4044M Compact Utility Tractor (33 PTO hp)	031ALV - 4044M TRACTOR

83	4044R Compact Utility Tractor (33 PTO hp)	032ALV - 4044R TRACTOR
84	4052M Compact Utility Tractor (40 PTO hp)	035BLV - 4052M TRACTOR
85	4052M Heavy Duty Compact Utility Tractor (40 PTO hp)	035DLV - 4052M HEAVY DUTY
86	4052R Compact Utility Tractor (40 PTO hp)	036BLV - 4052R TRACTOR
87	4066M Compact Utility Tractor (52 PTO hp)	037BLV - 4066M TRACTOR
88	4066M Heavy Duty Compact Utility Tractor (52 PTO hp)	037ELV - 4066M HEAVY DUTY
89	4066R Compact Utility Tractor (52 PTO hp)	038BLV - 4066R TRACTOR
90	4075R Compact Utility Tractor (60 PTO hp)	039ALV - 4075R TRACTOR
91	GATOR™ XUV 845E (Model Year 2025)	8800M - GATOR XUV 845E
92	GATOR™ XUV 845M (Model Year 2025)	8810M - GATOR XUV 845M
93	GATOR™ XUV 845M California (Model Year 2025)	8811M - GATOR XUV 845M CALIFORNIA
94	GATOR™ XUV 845M HVAC (Model Year 2025)	8812M - GATOR XUV 845M HVAC
95	GATOR™ XUV 845R (Model Year 2025)	8820M - GATOR XUV 845R
96	GATOR™ XUV 845R California (Model Year 2025)	8821M - GATOR XUV 845R HVAC CALIF
97	GATOR™ XUV 845R Signature Edition (Model Year 2025)	8822M - GATOR XUV 845R SIGNATURE ED
98	GATOR™ XUV 875M (Model Year 2025)	8840M - GATOR XUV 875M
99	GATOR™ XUV 875M HVAC (Model Year 2025)	8841M - GATOR XUV 875M HVAC
100	GATOR™ XUV 875R (Model Year 2025)	8850M - GATOR XUV 875R
101	GATOR™ XUV 875R Signature Edition (Model Year 2025)	8852M - GATOR XUV 875R SIGNATURE ED
102	GATOR™ XUV560E (Model Year 2025)	578EM - GATOR XUV560E GAS MY25
103	GATOR™ XUV560E S4 (Model Year 2025)	579AM - GATOR XUV560E S4 GAS MY25
104	GATOR™ XUV590M (Model Year 2025)	592KM - GATOR XUV590M GAS MY25
105	GATOR™ XUV590M California (Model Year 2025)	592LM - GATOR XUV590M GAS CALIF MY25
106	GATOR™ XUV590M S4 (Model Year 2025)	593JM - GATOR XUV590M S4 GAS MY25
107	GATOR™ XUV825M S4 (Model Year 2025)	57EEM - GATOR, 825M S4 MY25
108	GATOR™ XUV825M S4 California (Model Year 2025)	57EFM - GATOR, 825M S4, CALIF. MY25
109	GATOR™ XUV855M S4 (Model Year 2025)	57FEM - GATOR, 855M S4 MY25
110	22B Walk Greens Mower Trailer	0522TC - 22B WALK GREENS MOWER TRAILER

111	180 E-Cut Hybrid Walk Greens Mower	5543M - 180 E-CUT HYBRID WALK GREENS
112	180 E-Cut Hybrid Walk Greens Mower	5544M - 180 E-CUT HYBRID WALK MOWER
113	180SL PrecisionCut Walk Greens Mower	5515M - 180SL WALK GREENS MOWER
114	180SL PrecisionCut Walk Greens Mower	5517M - 180SL WALK GREENS MOWER
115	185 E-Cut Electric Walk Greens Mower	5550M - 185 E-CUT HYBRID WALK GREENS
116	220SL PrecisionCut Walk Greens Mower	552AM - 220SL PRECISION CUT
117	220SL PrecisionCut Walk Greens Mower	5528M - 220SL PRECISION CUT
118	225 E-Cut Electric Walk Greens Mower	5561M - 225 E-CUT WALK GM
119	260SL PrecisionCut Walk Greens Mower	5536M - 260SL PRECISIONCUT WALK GREE
120	260SL PrecisionCut Walk Greens Mower	5537M - 260SL PRECISIONCUT WALK GREE
121	Aercore 800 Aerator	456ATC - AERCORE 800 AERATOR
122	Aercore 1000 Aerator	4524M - AERCORE 1000 AERATOR
123	1200A Bunker and Field Rake	4300TC - 1200A BUNKER AND FIELD RAKE
124	ProGator 2020A (Gas)	140GTC - PROGATOR, 2020A VEHICLE
125	ProGator 2020A (Gas) GPS	140HTC - 2020A AUX GPS SPRAYER
126	ProGator 2030A (Diesel)	141GTC - PROGATOR 2030A DSL
127	ProGator 2030A (Diesel) GPS	141HTC - 2030A AUX GPS SPRAYER
128	2400 PrecisionCut Triplex Mower (Model Year 2025)	1275TC - 2400 PRECISIONCUT MOWER
129	2550 E-Cut Hybrid Triplex Mower (Model Year 2025)	1175TC - 2550 RGM/DSL HYBRIDMOWER
130	2550 PrecisionCut Triplex Mower (Model Year 2025)	1165TC - 2550 RGM/DSL HYD MOWER
131	2653B PrecisionCut Trim and Surrounds Mower	122ATC - 2653B TRIM N SUROUNDS MOWER
132	2700 E-Cut Hybrid Triplex Mower (Model Year 2025)	1245TC - 2700 E-CUT HYBRID MOWER
133	2700 PrecisionCut Triplex Mower ( Model Year 2025)	1235TC - 2700 PRECISIONCUT MOWER
134	2750 E-Cut Hybrid Triplex Mower (Model Year 2025)	1265TC - 2750 E-CUT HYBRID MOWER
135	2750 PrecisionCut Triplex Mower (Model Year 2025)	1255TC - 2750 PRECISIONCUT MOWER
136	6080A E-Cut Hybrid Fairway Mower	15C0TC - MOWER, 6080A ECUT
137	6500A E-Cut Hybrid Fairway Mower	15A0TC - MOWER, 6500A ECUT
138	6500A PrecisionCut Fairway Mower	15B0TC - MOWER, 6500A PCUT



139	6700A E-Cut Hybrid Fairway Mower	1591TC - MOWER, 6700A E-CUT
140	6700A PrecisionCut Fairway Mower	1587TC - MOWER, 6700A PCUT
141	7200A PrecisionCut Trim and Surrounds Mower	1769TC - MOWER, 7200A 3WD
142	7400A TerrainCut Trim and Surrounds Mower	143JTC - MOWER, 7400A 3WD T4/S5
143	7500A E-Cut Hybrid Fairway Mower	178HTC - MOWER, 7500A ECUT 2WD T4/S5
144	7500A PrecisionCut Fairway Mower	151DTC - MOWER, 7500A PC T4/S5
145	7700A E-Cut Hybrid Fairway Mower	1021TC - MOWER, 7700A EC T4/S5
146	7700A PrecisionCut Fairway Mower	142HTC - MOWER, 7700A PC T4/S5
147	8000A E-Cut Hybrid Fairway Mower	177DTC - MOWER, 8000A 3WD T4/S5
148	8700A PrecisionCut Fairway Mower	152GTC - MOWER, 8700A 2WD T4/S5
149	8800A TerrainCut Rough Mower	1501TC - MOWER, 8800A 4WD T4/S5
150	8900A PrecisionCut Large Area Reel Mower 3.3 m (130-in.)	155VTC - MOWER, 8900A T4 30"
151	8900A PrecisionCut Large Area Reel Mower 2.9 m (114-in.)	155XTC - MOWER, 8900A T4/S5 26"
152	9009A TerrainCut Rough Mower	1449TC - MOWER, 9009A 4WD T4/S5
153	TruFinish 1220 Utility Rake	1902XF - 1220H HYDRO RAKE
154	5075EN Cab Narrow Utility Tractor	06TSP - 5075EN TRACTOR CAB
155	5075EN Open Operator Station Narrow Utility Tractor	06TUP - 5075EN TRACTOR OOS
156	5105ML Open Operator Station Low-Profile Utility Tractor	19AUP - TRACTOR 5105ML OOS
157	5105ML Cab Low-Profile Utility Tractor	398SP - TRACTOR 5105ML CAB R4
158	5120ML Open Operator Station Low-Profile Utility Tractor	25AUP - TRACTOR 5120ML OOS
159	5120ML Cab Low-Profile Utility Tractor	356SP - TRACTOR 5120ML CAB R4
160	5130ML Open Operator Station Low-Profile Utility Tractor	257UP - TRACTOR 5130ML OOS
161	5130ML Cab Low-Profile Utility Tractor	357SP - TRACTOR 5130ML CAB R4
162	5090E Cab Tractor	08AIP - 5090E TRACTOR CAB
163	5090E Open Operator Station Tractor	08AJP - 5090E TRACTOR OOS
164	5100E	08EJP - 5090EL TRACTOR OOS
165	5100E Cab Tractor	697RP - 5100E TRACTOR CAB
166	5100E Open Operator Station Tractor	697TP - 5100E TRACTOR OOS
167	6M 95 Cab Tractor	6001L - 6M 95 CAB TRACTOR

168	6M 105 Cab Tractor	6011L - 6M 105 CAB TRACTOR
169	6M 115 Cab Tractor	6181L - 6M 115 CAB TRACTOR
170	6M 125 Cab Tractor	6041L - 6M 125 CAB TRACTOR
171	6M 130 Cab Tractor	6051L - 6M 130 CAB TRACTOR
172	6M 140 Cab Tractor	6061L - 6M 140 CAB TRACTOR
173	6M 145 Cab Tractor	6191L - 6M 145 CAB TRACTOR
174	6M 155 Cab Tractor	6081L - 6M 155 CAB TRACTOR
175	6M 165 Cab Tractor	6201L - 6M 165 CAB TRACTOR
176	6M 180 Cab Tractor	6111L - 6M 180 CAB TRACTOR
177	6M 200 Cab Tractor	6131L - 6M 200 CAB TRACTOR
178	6M 220 Cab Tractor	6141L - 6M 220 CAB TRACTOR
179	6M 230 Cab Tractor	6151L - 6M 230 CAB TRACTOR
180	6M 250 Cab Tractor	6171L - 6M 250 CAB TRACTOR
181	6MH 155 Cab Tractor	6091L - 6MH 155 CAB TRACTOR
182	6R 110 Tractor	441AL - 6R 110 TRACTOR
183	6R 120 Tractor	08GAL - 6R 120 TRACTOR
184	6R 130 Tractor	00ZAL - 6R 130 TRACTOR
185	6R 140 Tractor	01A3L - 6R 140 TRACTOR
186	6R 145 Tractor	01BAL - 6R 145 TRACTOR
187	6R 155 Tractor	08KAL - 6R 155 TRACTOR
188	6R 165 Tractor	08RAL - 6R 165 TRACTOR
189	6R 175 Tractor	08LAL - 6R 175 TRACTOR
190	6R 195 Tractor	08NAL - 6R 195 TRACTOR
191	6R 215 Tractor	08PAL - 6R 215 TRACTOR
192	6R 230 Tractor	08Q4L - 6R 230 TRACTOR
193	6R 250 Tractor	0BP4L - 6R 250 TRACTOR
194	7R 210 Tractor	8000RW - 7R 210HP TRACTOR
195	7R 230 Tractor	8010RW - 7R 230HP TRACTOR
196	7R 250 Tractor	8020RW - 7R 250HP TRACTOR
197	7R 270 Tractor	8030RW - 7R 270HP TRACTOR
198	7R 290 Tractor	8040RW - 7R 290HP TRACTOR
199	7R 310 Tractor	8050RW - 7R 310HP TRACTOR

200	7R 330 Tractor	8060RW - 7R 330HP TRACTOR
201	7R 350 Tractor	8070RW - 7R 350HP TRACTOR
202	8R 230 Tractor	8100RW - 8R 230HP TRACTOR
203	8R 250 Tractor	8110RW - 8R 250HP TRACTOR
204	8R 280 Tractor	8120RW - 8R 280HP TRACTOR
205	8R 310 Tractor	8130RW - 8R 310HP TRACTOR
206	8R 340 Tractor	8140RW - 8R 340HP TRACTOR
207	8R 370 Tractor	8150RW - 8R 370HP TRACTOR
208	8R 410 Tractor	8160RW - 8R 410HP TRACTOR
209	8RT 310 Tractor	8200RW - 8RT 310HP TRACTOR 2TRACK
210	8RT 340 Tractor	8210RW - 8RT 340HP TRACTOR 2TRACK
211	8RT 370 Tractor	8220RW - 8RT 370HP TRACTOR 2TRACK
212	8RT 410 Tractor	8230RW - 8RT 410HP TRACTOR 2TRACK
213	8RX 310 Tractor	8300RW - 8RX 310HP TRACTOR 4TRACK
214	8RX 340 Tractor	8310RW - 8RX 340HP TRACTOR 4TRACK
215	8RX 370 Tractor	8320RW - 8RX 370HP TRACTOR 4TRACK
216	8RX 410 Tractor	8330RW - 8RX 410HP TRACTOR 4TRACK
217	9R 390 Tractor	9300RW - 9R 390HP TRACTOR
218	9R 440 Tractor	9310RW - 9R 440HP TRACTOR
219	9R 490 Tractor	9320RW - 9R 490HP TRACTOR
220	9R 490 Scraper Tractor	9600RW - 9R 490HP SCRAPER
221	9R 540 Tractor	9330RW - 9R 540HP TRACTOR
222	9R 540 Scraper Tractor	9610RW - 9R 540HP SCRAPER
223	9R 590 Tractor	9340RW - 9R 590HP TRACTOR
224	9R 590 Scraper Tractor	9620RW - 9R 590HP SCRAPER
225	9R 640 Tractor	9350RW - 9R 640HP TRACTOR
226	9R 640 Scraper Tractor	9630RW - 9R 640HP SCRAPER
227	9RT 490 Tractor	9430RW - 9RT 490HP 2TRACK TRACTOR
228	9RT 490 Scraper Tractor	9730RW - 9RT 490HP 2TRACK SCRAPER

229	9RT 540 Tractor	9440RW - 9RT 540HP 2TRACK TRACTOR
230	9RT 540 Scraper Tractor	9740RW - 9RT 540HP 2TRACK SCRAPER
231	9RT 590 Tractor	9450RW - 9RT 590HP 2TRACK TRACTOR
232	9RT 590 Scraper Tractor	9750RW - 9RT 590HP 2TRACK SCRAPER
233	9RX 490 Tractor	9510RW - 9RX 490HP 4TRACK TRACTOR
234	9RX 490 Scraper Tractor	9800RW - 9RX 490HP 4TRACK SCRAPER
235	9RX 540 Tractor	9520RW - 9RX 540HP 4TRACK TRACTOR
236	9RX 540 Scraper Tractor	9810RW - 9RX 540HP 4TRACK SCRAPER
237	9RX 590 Tractor	9530RW - 9RX 590HP 4TRACK TRACTOR
238	9RX 590 Scraper Tractor	9820RW - 9RX 590HP 4TRACK SCRAPER
239	9RX 640 Tractor	9540RW - 9RX 640HP 4TRACK TRACTOR
240	9RX 710 Tractor	9900RW - 9RX 710HP 4TRACK TRACTOR
241	9RX 710 Scraper Tractor	9930RW - 9RX 710HP 4TRACK SCRAPER
242	9RX 770 Tractor	9910RW - 9RX 770HP 4TRACK TRACTOR
243	9RX 770 Scraper Tractor	9940RW - 9RX 770HP 4TRACK SCRAPER
244	9RX 830 Tractor	9920RW - 9RX 830HP 4TRACK TRACTOR
245	6105E Open Operator Station Tractor (87 PTO hp)	332DP - 6105E TRACTOR OOS
246	6105E Cab Tractor (87 PTO hp)	332FP - 6105E TRACTOR CAB
247	6120E Open Operator Station Tractor (101 PTO hp)	333DP - 6120E TRACTOR OOS
248	6120E Cab Tractor (101 PTO hp)	333FP - 6120E TRACTOR CAB
249	6120EH High Crop Cab Tractor	663SP - 6120EH CAB HI CROP TRACTOR
250	6120EH Open Operator Station	663UP - 6120EH OOS HI CROP TRACTOR
251	6120M Open operator station Tractor	4296L - 6120M OPEN OPERATOR STATION
252	6130M Open operator station Tractor	00R6L - 6130M OPEN OPERATOR STATION
253	6135E Cab Tractor (114 PTO hp)	334FP - 6135E TRACTOR CAB