

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SPE8EC		7. ADMINISTERED BY (If other than Item 6) CODE		S1103A	
DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PH LADELPHIA PA 19111-5096 USA Initiator: Cherie Crowe DCC0123 Email: Cherie.Crowe@dla.mil				DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 USA			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
ADVANCED MATERIAL HANDLING LLC 6000 PLUMMER RD SW ATLANTA GA 30336-2939 USA						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-21-D-0079	
						10B. DATED (SEE ITEM 13) 2021 FEB 24	
CODE 5YZD4		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-2 and Add/Delete Language within Solicitation
	D. OTHER (Specify type of modification and authority)

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

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

See Continuation Sheet

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert F Spadaro Jr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Robert F Spadaro Jr	2023 MAY 31
		(Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE K		<b>PAGE 1 OF 5</b>		
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PH LADELPHIA PA 19111-5096 USA Initiator: Cherie Crowe DCC0123 Email: Cherie.Crowe@dla.mil		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 USA		CODE S1103A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ADVANCED MATERIAL HANDLING LLC 6000 PLUMMER RD SW ATLANTA GA 30336-2939 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-21-D-0079 10B. DATED (SEE ITEM 13) 2021 FEB 24	
CODE 5YZD4		FACILITY CODE					

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

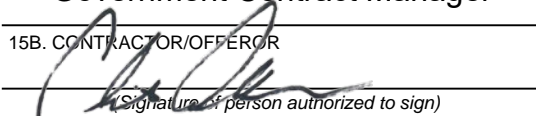
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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-2 and Add/Delete Language within Solicitation
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**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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See Continuation Sheet

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

15A. NAME AND TITLE OF SIGNER (Type or print) Clint Andrews Government Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED May 30, 2023	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EC-21-D-0079 / P00003	PAGE 2 OF 5 PAGES
<p>In accordance with addition and deletion language within the solicitation, this contract is hereby modified as follows:</p> <p>1. Addition of the following 53 Hyundai Construction Equipment models to the Schedule of Items:</p> <p>MODEL # - DESCRIPTION:</p> <p>HA30 - Dump Truck  HA45 - Dump Truck  HL930A - Wheel Loaders  HL940A - Wheel Loaders  HL955A -Wheel Loaders  HL955AHD - Wheel Loaders  HL960A -Wheel Loaders  HL960AHD - Wheel Loaders  HL965 -Wheel Loaders  HL970A - Wheel Loaders  HL975 - Wheel Loaders  HL980A - Wheel Loaders  HR110C - Road Roller  HR120C - Road Roller  HR140C - Road Roller  HR70C - Road Roller  HS120V - Skid Loaders  HT100V - Compact Track Loader  HW140 - Excavators  HW160A - Excavators  HW170ACR - Excavators  HW210A - Excavators  HW250AMH - Excavators  HX130ALCR - Excavators  HX130ALCRD - Excavators  HX145ALCR - Excavators  HX160AL - Excavators  HX180AL - Excavators  HX210AL - Excavators  HX220AL - Excavators  HX220LL - Excavators  HX220RB - Excavators  HX235ALCR - Excavators  HX260AL - Excavators  HX300AL - Excavators  HX300LL - Excavators  HX300RB - Excavators  HX350AL - Excavators  HX35AZ - Excavators  HX380AL - Excavators  HX380ALMH - Excavators  HX40A - Excavators  HX480AL - Excavators  HX48AZ - Excavators  HX520AL - Excavators  HX85A - Excavators  R17Z-9A - Excavators  R25Z-9AK - Excavators  R30Z-9AK - Excavators  R55-9A - Excavators  R55W-9A - Excavators  R60CR-9A - Excavators  R80CR-9A - Excavators</p> <p>2. All other contract terms and conditions remain unchanged.</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

## Advanced Material Handling, LLC SPE8EC-21-D-0079-P00003 - Construction Equipment

Item #	Description of Item	Make/Model Number of Item	Delivery (Days after)	Base List Price of Item	% of Disc (Base Unit/1 EA)	Govt Discounted Price (Base Unit)	% of DISC. (Attachments /Options)	Qty Range	% of DISC.
	MANITOU								
1	AL650 Articulated Loader - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	50840698							
2	AL750 Articulated Loader - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	50840700							
3	ALT750 Articulated Loader - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	50840919							
4	ALT950 Articulated Loader - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	51804438							
5	R105 Skid Loader - STANDARD BASE UNIT	50850841							
6	R220 Skid Loader - STANDARD BASE UNIT - U.S ., CANADA AND KOREA ONLY	50850218							
7	R260 Skid Loader - STANDARD BASE UNIT	50850220							
8	V270 GEN:2 Skid Loader - STANDARD BASE UNIT - U.S., CANADA AND KOREA ONLY	50850397							
9	V330 GEN:2 Skid Loader - STANDARD BASE UNIT	50850406							
10	V420 Skid Loader - STANDARD BASE UNIT	50850869							
11	R135 Skid Loader - STANDARD BASE UNIT	50840330							
12	R150 Skid Loader - STANDARD BASE UNIT	50840326							
13	R165 Skid Loader - STANDARD BASE UNIT - U.S., CANADA AND KOREA ONLY	50840198							
14	R190 Skid Loader - STANDARD BASE UNIT - U.S., CANADA AND KOREA ONLY	50850185							
15	RT165 Track Loader - STANDARD BASE UNIT	50850855							
16	RT175 GEN: 3 Track Loader Gehl RT175 GEN:3 Track Loader - STANDARD BASE UNIT	50840889							
17	RT185 Track Loader - STANDARD BASE UNIT	50841150							
18	RT210 GEN:3 Track Loader - STANDARD BASE UNIT	50840884							
19	RT215 Track Loader- STANDARD BASE UNIT	50841062							
20	RT250 GEN:3 track loader - STANDARD BASE UNIT	50840763							
21	RT255 Track Loader - STANDARD BASE UNIT	50841173							
22	VT320 Track Loader - STANDARD BASE UNIT	50840928							
	HYUNDAI								
23	Dump Truck	HA30							
24	Dump Truck	HA45							
25	Wheel Loaders	HL930A							
26	Wheel Loaders	HL940A							

27	Wheel Loaders	HL955A
28	Wheel Loaders	HL955AHD
29	Wheel Loaders	HL960A
30	Wheel Loaders	HL960AHD
31	Wheel Loaders	HL965
32	Wheel Loaders	HL970A
33	Wheel Loaders	HL975
34	Wheel Loaders	HL980A
35	Road Roller	HR110C
36	Road Roller	HR120C
37	Road Roller	HR140C
38	Road Roller	HR70C
39	Skid Loaders	HS120V
40	Compact Track Loader	HT100V
41	Excavators	HW140
42	Excavators	HW160A
43	Excavators	HW170ACR
44	Excavators	HW210A
45	Excavators	HW250AMH
46	Excavators	HX130ALCR
47	Excavators	HX130ALCRD
48	Excavators	HX145ALCR
49	Excavators	HX160AL
50	Excavators	HX180AL
51	Excavators	HX210AL
52	Excavators	HX220AL
53	Excavators	HX220LL
54	Excavators	HX220RB
55	Excavators	HX235ALCR
56	Excavators	HX260AL
57	Excavators	HX300AL
58	Excavators	HX300LL
59	Excavators	HX300RB
60	Excavators	HX350AL
61	Excavators	HX35AZ
62	Excavators	HX380AL
63	Excavators	HX380ALMH
64	Excavators	HX40A
65	Excavators	HX480AL

66	Excavators	HX48AZ	
67	Excavators	HX520AL	
68	Excavators	HX85A	
69	Excavators	R17Z-9A	
70	Excavators	R25Z-9AK	
71	Excavators	R30Z-9AK	
72	Excavators	R55-9A	
73	Excavators	R55W-9A	
74	Excavators	R60CR-9A	
75	Excavators	R80CR-9A	



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>1000054198</b>		PAGE 1 OF <b>1 of 14</b>	
2. CONTRACT NO. <b>SPE8EC-21-D-0079</b>		3. AWARD/EFFECTIVE DATE <b>15-Mar/2021</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SPE8EC-17-R-0005</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Robert Spadaro Jr.</b>		b. TELEPHONE NUMBER (No collect calls) <b>(215) 737-8253</b>		6. SOLICITATION ISSUE DATE <b>04/05/2017</b>	
9. ISSUED BY <b>DLA Troop Support Construction &amp; Equipment (HEPP) 700 Robbins Avenue Philadelphia, PA 19111-5096 Email: Robert.Spadaro@dla.mil</b>		CODE <b>SPE8EC</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>333924</b> <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> 8 (A) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SIZE STANDARD: <b>750</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING <b>To Be Shown on Each Order</b>	
15. DELIVER TO <b>To Be Shown On Each Order</b>		CODE		16. ADMINISTERED BY <b>DCMA Atlanta 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA, GA 30080</b>		CODE <b>S1103A</b>	
17a. CONTRACTOR/ OFFEROR <b>Advanced Material Handling, LLC 1540 Blairs Bridge Road Lithia Springs, GA 30122</b>		CODE <b>5YZD4</b> FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>DEF FIN AND ACCOUNTING SVC BSM P.O. Box 182317 Columbus, OH 43218-2317</b>		CODE <b>SL4701</b>	
TELEPHONE NO. <b>678-749-7798</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 14						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA <b>To Be Shown On Each Order</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$390,343,554.00 (ESTIMATED)</b>			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <b>Adv. Mat. Hand.</b> OFFER DATED <b>5/21/2020</b> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>ALL</b>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) SPADARO.ROBERT.F.JR.12919150 40 <small>Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2021.03.15 10:33:04 -0400</small>			
30b. NAME AND TITLE OF SIGNER (Type or print) <b>CLINT ANDREWS GOVERNMENT CONTRACT ADMINISTRATOR</b>		30c. DATE SIGNED <b>03/10/2021</b>		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Robert Spadaro Jr</b>		31c. DATE SIGNED <b>3/15/2021</b>	

**ADVANCED MATERIAL HANDLING, LLC****1) CONTRACT AWARD**

a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Requests for Proposals (RFPs) SPE8EC-17-R-0005, as amended by Amendments 0001 and 0002. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for various construction equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFPs SPE8EC-17-R-0005, 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 [REDACTED] are acceptable and are incorporated into this contract.

d. Advanced Material Handling, LLC's Commercial Warranty was determined to be acceptable and is incorporated into the resultant contract.

e. Advanced Material Handling, LLC provided a letter from the Original Equipment Manufacturer (OEM), Manitou Americas, Inc., which confirmed that Advanced Material Handling, is the OEM's Sole Representative for award resulting from the subject solicitation. The letter contained the specific language as set forth in the solicitation and is incorporated into the resultant contract.

f. On October 1, 2020 Advanced Material Handling, LLC provided electronic copies of the commercial catalogue/brochures for each item offered in their proposal which are hereby incorporated into the contract.

g. PLACE OF PERFORMANCE – GOVERNMENT INSPECTION, ACCEPTANCE AND SHIPPING POINT was completed by Advanced Material Handling and returned to DLA Troop Support on October 1, 2020 and is hereby incorporated into the contract.

h. Email dated February 26, 2021 from Advanced Material Handling, LLC regarding FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020) paragraph (d)(1) and (d)(2) in which they represented they "will not provide" and "does not use" covered telecommunications equipment or services is hereby incorporated into the contract by reference.

i. The product base list unit prices set forth in the contractor's proposal dated May 21, 2020, are applicable to the items specified in this contract and are shown on page 13 of this contract.

The proposed product base list unit prices are from Advanced Material Handling, LLC's [REDACTED] Commercial Price List.

The negotiated discounts on page 13 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 (OCT 2015)**

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 (\$390,343,554.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Construction Equipment contracts to be awarded under SPE8EC-17-R-0005, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$663,584,042.00.

## **3) DELIVERY ORDER LIMITATIONS**

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

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

(1) Any order for a single item in excess of \$25,000,000.00

(2) Any order for a combination of items in excess of \$25,000,000.00; or

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

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

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

## **4) CONTRACT UNIT PRICES**

(a) The product base list unit prices set forth in the contractor's proposal dated May 21, 2020 are applicable to the items specified in this contract and are shown on page 13 of this contract.

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

## **5) PAYMENT**

a. **Terms:** Payment terms are [REDACTED]

b. Prompt Payment Procedures apply.

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



**6) CONTRACT ADMINISTRATION:** Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Atlanta, GA (S1103A).

**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 (DEC 2013)  
**FAR 52.242-5**, Payments to Small Business Subcontractors (JAN 2017)  
**DFARS 252.225-7048**, Export Controlled Items (JUN 2013)  
**DFARS 252.232-7006**, Wide Area Workflow Payment Instructions (DEC 2018)

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

**FAR 52.203-3**, Gratuities (APR 1984)

*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 (NOV 2011)  
**DFARS 252.204-7012**, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019)  
**DFARS 252.204-7015**, Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)  
**DFARS 252.205-7000**, Provision of Information to Cooperative Agreement Holders (DEC 1991)  
**DFARS 252.211-7003**, Item Unique Identification and Valuation (MAR 2016)  
**DFARS 252.211-7006**, Passive Radio Frequency Identification (DEC 2019)  
**DFARS 252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)  
**DFARS 252.223-7008**, Prohibition of Hexavalent Chromium (JUN 2013)  
**DFARS 252.225-7012**, Preference for Certain Domestic Commodities (DEC 2017)  
**DFARS 252.225-7021**, Trade Agreements (SEP 2019)  
**DFARS 252.225-7027**, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)  
**DFARS 252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (APR 2003)  
**DFARS 252.225-7031**, Secondary Arab Boycott of Israel (JUN 2005)  
**DFARS 252.226-7001**, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)  
**DFARS 252.227-7015**, Technical Data -- Commercial Items (FEB 2014)  
**DFARS 252.227-7037**, Validation of Restrictive Markings on Technical Data (SEP 2016)

**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 2012)  
**DFARS 252.244-7000**, Subcontracts for Commercial Items (JUN 2013)  
**DFARS 252.247-7023**, Transportation of Supplies by Sea (FEB 2019)  
**DFARS 252.247-7028**, Application for U.S. Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

**DFARS 252.227-7013**, Rights in Technical Data – Noncommercial Items (FEB 2014)  
**DFARS 252.227-7015**, Technical Data – Commercial Items (FEB 2014)  
**DFARS 252.227-7037**, Validation of Restrictive Markings on Technical Data (SEP 2016)  
**DFARS 252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)  
**DFARS 252.237-7019**, Training for Contractor Personnel Interacting with Detainees (JUN 2013)  
**DFARS 252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)  
**DFARS 252.247-7023**, Transportation of Supplies by Sea (FEB 2019)

#### **TIME OF DELIVERY – F.O.B. POINT**

##### **(a) Time of Delivery**

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 13 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>
■	■
■	■
■	■

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

## (b) Place of Packaging, Packing and Marking:

☒ (1) Same as shown in a(1) above.

☐ (2) As shown below:

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

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

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

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

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

☐ (3) At destination

(d) Place of Acceptance: *will be 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.

■■■■■

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2021)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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.)

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

   (5) [Reserved].

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

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

  x   (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

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

   (10) [Reserved].

   (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

   (ii) Alternate I (Mar 2020) of 52.219-3.

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

   (ii) Alternate I (Mar 2020) of 52.219-4.

   (13) [Reserved]

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

   (ii) Alternate I (Mar 2020) of 52.219-6.

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

   (ii) Alternate I (Mar 2020) of 52.219-7.

  x   (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

  x   (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (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 (Jun 2020) of 52.219-9

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

(ii) Alternate I (Mar 2020) of 52.219-13.

   (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

  x   (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

   (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

  x   (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).



☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (Jul 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

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

☒ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

- \_\_\_ (ii) Alternate I (Jun2014) of 52.223-14.
- \_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- \_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- x (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- \_\_\_ (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) 52.225-1, Buy American-Supplies (Jan 2021) (41 U.S.C. chapter 83).
- \_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Jan 2021) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2021) of 52.225-3.
- \_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- x (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- \_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

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

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

\_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

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

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

\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

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

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

(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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

## Advanced Material Handling, LLC (SPE8EC-21-D-0079) - Construction Equipment

Item #	Description of Item	Make/Model Number of Item	
1	AL650 - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	50840698	
2	AL750 - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	50840700	
3	ALT750 - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	50840919	
4	ALT950 - STANDARD BASE UNIT (Less Bucket) - U.S. AND CANADA ONLY	51804438	
5	R105 Skid Loader - STANDARD BASE UNIT	50850841	
6	R220 Skid Loader - STANDARD BASE UNIT - U.S., CANADA AND KOREA ONLY	50850218	
7	R260 Skid Loader - STANDARD BASE UNIT	50850220	
8	V270 GEN:2 Skid Loader - STANDARD BASE UNIT - U.S., CANADA AND KOREA ONLY	50850397	
9	V330 GEN:2 Skid Loader - STANDARD BASE UNIT	50850406	
10	V420 Skid Loader - STANDARD BASE UNIT	50850869	
11	R135 Skid Loader - STANDARD BASE UNIT	50840330	
12	R150 Skid Loader - STANDARD BASE UNIT	50840326	
13	R165 Skid Loader - STANDARD BASE UNIT - U.S., CANADA AND KOREA ONLY	50840198	
14	R190 Skid Loader - STANDARD BASE UNIT - U.S., CANADA AND KOREA ONLY	50850185	
15	RT165 Track Loader - STANDARD BASE UNIT	50850855	
16	RT175 GEN: 3 Track Loader Gehl RT175 GEN:3 Track Loader - STANDARD BASE UNIT	50840889	
17	RT185 - STANDARD BASE UNIT	50841150	
18	RT210 GEN:3 Track Loader - STANDARD BASE UNIT	50840884	
19	RT215 - STANDARD BASE UNIT	50841062	
20	RT250 GEN:3 track loader - STANDARD BASE UNIT	50840763	
21	RT255 Track Loader - STANDARD BASE UNIT	50841173	
22	VT320 Track Loader - STANDARD BASE UNIT	50840928	