

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 4

2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: CHERIE CROWE DCC0123 Email: Cherie.Crowe@dla.mil		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA NEW CUMBERLAND 54 M AVE STE 9 NEW CUMBERLAND PA 17070-5012 USA		CODE S4201A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GROVE U.S. L.L.C DBA MANITOWOC CRANE GROUP 1565 BUCHANAN TRL E SHADY GROVE PA 17256-0021 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-17-D-0008
			10B. DATED (SEE ITEM 13) 2017 AUG 11
CODE 12361	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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 in 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) Darryl Mellott Director Government Marketing		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr	
15B. CONTRACTOR/OFFEROR Darryl Mellott <small>Digitally signed by Darryl Mellott DN: cn=Darryl Mellott, ou=Manitowoc, ou.email=darryl.mellott@manitowoc.com, c=US Date: 2021.03.11 07:53:06 -0500'</small>	15C. DATE SIGNED 11MAR2021	16B. UNITED STATES OF AMERICA SPADARO.ROBERT.F.JR.12919 15040 <small>Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2021.03.11 11:38:49 -05'00'</small>	16C. DATE SIGNED 3/11/2021
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Contract SPE8EC-17-D-0008 is hereby modified as follows:

1. Manitowoc Group (Grove) Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on the Schedule of Items (SOI) in Contract SPE8EC-17-D-0008 is hereby replaced by pages 3 - 4 of the subject modification to reflect the price increases for 9 of the original 84 models identified in the Commercial Price List and deletion of 4 items from the original SOI. The resulting Manitowoc Group (Grove) SOI now lists 76 models.

2. In accordance with the Addition/Deletion of Items as referenced on page 18 of solicitation SPE8EC-17-R-0004, the following additions (14 models) and deletions (5 models) are as followed:

Additions:

ITEM DESCRIPTION/MODEL #

Rough Terrain Cranes:

GRT8120
GRT9165

All Terrain Cranes:

GMK3060-2
GMK3060L-1
GMK5150-1
GMK5150L-1
GMK5250LX-1
GMK6300L-1

Boom Truck Cranes:

NBT50L
NBT55L
NBT60L
NBT60XL

Lattice Boom Cranes:

MLC150-1

Crawler Hydraulic Cranes:

GHC140

Deletions:

MODEL#/ITEM DESCRIPTION

GMK3060- All Terrain Crane
GMK5250L- All Terrain Crane
GMK6300L- All Terrain Crane
GMK6400- All Terrain Crane
18000 - Lattice Boom Crane

3. All other terms and conditions remain unchanged.

Item #	Description of Proposed Item	Make/Model Number of Proposed item
1	Industrial Crane	GCD25
2	Industrial Crane	SCD25
3	Industrial Crane	GCD15
4	Industrial Crane	SCD15
5	Industrial Crane	GCD09
6	Industrial Crane	SCD09
7	Industrial Crane	GCD20
8	Industrial Crane	SCD20
9	Rough Terrain Crane	RT530E-2
10	Rough Terrain Crane	RT540E
11	Rough Terrain Crane	GRT655
12	Rough Terrain Crane	GRT655L
13	Rough Terrain Crane	RT765E-2
14	Rough Terrain Crane	RT770E
15	Rough Terrain Crane	GRT880
16	Rough Terrain Crane	GRT8100
17	Rough Terrain Crane	GRT8120
18	Rough Terrain Crane	RT9130E-2
19	Rough Terrain Crane	GRT9165
20	Truck Mounted Crane	TMS750E
21	Truck Mounted Crane	TMS760E
22	Truck Mounted Crane	TMS800E
23	Truck Mounted Crane	TMS9000-2
24	All Terrain Crane	GMK3060-2
25	All Terrain Crane	GMK3060L-1
26	All Terrain Crane	GMK4080-2
27	All Terrain Crane	GMK4100L-1
28	All Terrain Crane	GMK5150
29	All Terrain Crane	GMK5150-1
30	All Terrain Crane	GMK5150L
31	All Terrain Crane	GMK5150L-1
32	All Terrain Crane	GMK5180-1
33	All Terrain Crane	GMK5200-1
34	All Terrain Crane	GMK5250LX-1
35	All Terrain Crane	GMK6300L-1
36	All Terrain Crane	GMK7550
37	All Terrain Crane	GMK4090
38	Boom Truck Crane	400B
39	Boom Truck Crane	500E2
40	Boom Truck Crane	600E2
41	Boom Truck Crane	600H
42	Boom Truck Crane	600H TM
43	Boom Truck Crane	800D
44	Boom Truck Crane	800DU
45	Boom Truck Crane	900A
46	Boom Truck Crane	1300A
47	Boom Truck Crane	1400A
48	Boom Truck Crane	1400H
49	Boom Truck Crane	NBT30H-2
50	Boom Truck Crane	NBT36-1
51	Boom Truck Crane	NBT40-1

Item #	Description of Proposed Item	Make/Model Number of Proposed item
52	Boom Truck Crane	NBT45-1
53	Boom Truck Crane	NBT45 TM
54	Boom Truck Crane	NBT50
55	Boom Truck Crane	NBT50L
56	Boom Truck Crane	NBT55
57	Boom Truck Crane	NBT55L
58	Boom Truck Crane	NTC55
59	Boom Truck Crane	NBT60
60	Boom Truck Crane	NBT60L
61	Boom Truck Crane	NBT60XL
62	Lattice Boom Crane	999
63	Lattice Boom Crane	2250
64	Lattice Boom Crane	14000
65	Lattice Boom Crane	16000
66	Lattice Boom Crane	MLC150-1
67	Lattice Boom Crane	MLC165-1
68	Lattice Boom Crane	MLC300
69	Lattice Boom Crane	MLC650
70	Lattice Boom Crane	MLC100-1
71	Crawler Hydraulic Crane	GHC30
72	Crawler Hydraulic Crane	GHC50
73	Crawler Hydraulic Crane	GHC55
74	Crawler Hydraulic Crane	GHC75
75	Crawler Hydraulic Crane	GHC130
76	Crawler Hydraulic Crane	GHC140

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 4

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 PHILADELPHIA PA 19111-5096 USA Initiator: Melissa Rios-Thomas PSPTADG Tel: 215-737-3629 FAX: 220 737-8064 Email: MELISSA.RIOS-THOMAS@DLA.MIL	CODE SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA NEW CUMBERLAND 54 M AVE STE 9 NEW CUMBERLAND PA 17070-5012 USA	CODE S4201A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Grove U.S. L.L.C DBA Manitowoc Crane Group 1565 Buchanan Trl E SHADY GROVE PA 17256-0021 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-17-D-0008
		10B. DATED (SEE ITEM 13) 2017 AUG 11

CODE 12361	FACILITY CODE
------------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment 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
	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) Darryl Mellott Director Government Marketing	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MELISSA RIOS THOMAS CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 24 APR 2019	16C. DATE SIGNED 4/24/19

Contract SPE8EC-17-D-0008 is hereby modified as follows:

1. Grove Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 11 through 13 of the Schedule of Items (SOI) in Contract SPE8EC-17-D-0008 is hereby replaced by pages 3 through 4 of the subject modification to reflect the addition of 4 models identified in the Commercial Price List.

2. In accordance with the Addition/Deletion of Items as referenced on page 18 of solicitation SPE8EC-17-R-0004, the following 6 Models are hereby ADDED to rom the Grove contract:

ITEM DESCRIPTION	MODEL #
•Industrial Crane	GCD09
•Industrial Crane	SCD09
•Industrial Crane	GCD20
•Industrial Crane	SCD20
•All Terrain Crane	GMK4090
•Lattice Boom Crane	MLC100-1

3. In accordance with the Addition/Deletion of Items as referenced on page 18 of solicitation SPE8EC-17-R-0004, the following 24 Models are hereby DELETED to rom the Grove contract:

ITEM DESCRIPTION	MODEL #
Industrial	CraneYB4409
Industrial	CraneCD3330F
Industrial	CraneYB4409XL
Industrial	CraneCD3330FL
Industrial	CraneYB4409-2
Industrial	CraneCD3339
Industrial	CraneYB4411
Industrial	CraneCD3340B
Industrial	CraneYB5520
Industrial	CraneCD5520
Boom Truck	Crane500E2 PKG
Boom Truck	Crane600E2 PKG
Boom Truck	Crane800D PKG
Boom Truck	Crane900A PKG
Boom Truck	Crane1300A PKG
Boom Truck	Crane1400A PKG
Boom Truck	Crane1400H PKG
Boom Truck	CraneNBT30H-2 PKG
Lattice Boom	Crane8500-1
Lattice Boom	Crane11000-1
Lattice Boom	Crane12000-1
Lattice Boom	Crane8000-1
Lattice Boom	Crane10000A-1
Lattice Boom	Crane10000B-1

4. All other terms and conditions remain unchanged.

GROVE - SPE8EC-17-D-0008 P00003

Item #	Description of Proposed Item	Make/Model Number of Proposed item
1	Industrial Crane	GCD25
2	Industrial Crane	SCD25
3	Industrial Crane	GCD15
4	Industrial Crane	SCD15
5	Industrial Crane	GCD09
6	Industrial Crane	SCD09
7	Industrial Crane	GCD20
8	Industrial Crane	SCD20
9	Rough Terrain Crane	RT530E-2
10	Rough Terrain Crane	RT540E
11	Rough Terrain Crane	RT765E-2
12	Rough Terrain Crane	RT770E
13	Rough Terrain Crane	GRT880
14	Rough Terrain Crane	GRT8100
15	Rough Terrain Crane	RT9130E-2
16	Rough Terrain Crane	RT9150E
17	Truck Mounted Crane	TMS750E
18	Truck Mounted Crane	TMS760E
19	Truck Mounted Crane	TMS800E
20	Truck Mounted Crane	TMS9000-2
21	All Terrain Crane	GMK3060
22	All Terrain Crane	GMK4100L-1
23	All Terrain Crane	GMK5150
24	All Terrain Crane	GMK5150L
25	All Terrain Crane	GMK5180-1
26	All Terrain Crane	GMK5200-1
27	All Terrain Crane	GMK5250L
28	All Terrain Crane	GMK6300L
29	All Terrain Crane	GMK6400
30	All Terrain Crane	GMK7550
31	All Terrain Crane	GMK4090
32	Boom Truck Crane	400B
33	Boom Truck Crane	500E2
34	Boom Truck Crane	600E2
35	Boom Truck Crane	600H
36	Boom Truck Crane	600H TM
37	Boom Truck Crane	800D
38	Boom Truck Crane	800DU
39	Boom Truck Crane	900A
40	Boom Truck Crane	1300A
41	Boom Truck Crane	1400A
42	Boom Truck Crane	1400H
43	Boom Truck Crane	NBT30H-2
44	Boom Truck Crane	NBT36-1
45	Boom Truck Crane	NBT40-1
46	Boom Truck Crane	NBT45-1
47	Boom Truck Crane	NBT45 TM

Item #	Description of Proposed Item	Make/Model Number of Proposed item
48	Boom Truck Crane	NBT50
49	Boom Truck Crane	NBT55
50	Boom Truck Crane	NTC55
51	Boom Truck Crane	NBT60
52	Lattice Boom Crane	999
53	Lattice Boom Crane	2250
54	Lattice Boom Crane	14000
55	Lattice Boom Crane	16000
56	Lattice Boom Crane	18000
57	Lattice Boom Crane	18000
58	Lattice Boom Crane	MLC165-1
59	Lattice Boom Crane	MLC300
60	Lattice Boom Crane	MLC650
61	Lattice Boom Crane	MLC100-1
62	Crawler Hydraulic Crane	GHC30
63	Crawler Hydraulic Crane	GHC50
64	Crawler Hydraulic Crane	GHC55
65	Crawler Hydraulic Crane	GHC75
66	Crawler Hydraulic Crane	GHC130

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 5

2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: GLENN DAEMER PHPHCD3 Tel: 215-737-0338 FAX: 215-737-5227 Email: GLENN.DAEMER@DLA.MIL		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA NEW CUMBERLAND 54 M AVE STE 9 NEW CUMBERLAND PA 17070-5012 USA		CODE S4201A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Grove U.S. L.L.C DBA Manitowoc Crane Group 1565 Buchanan Trl E SHADY GROVE PA 17256-0021 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
CODE 12361 FACILITY CODE				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-17-D-0008	
						10B. DATED (SEE ITEM 13) 2017 AUG 11	

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
	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)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The contract is hereby modified to accommodate contractor EPA request. The schedule of items on pages 11, 12 and 13 of the contract and subsequently modified by SPE8EC-17-D-0008 P00001 pages 3, 4 and 5 is hereby replace with the attached schedule of items, pages 3 to 5 of this modification in accordance with FAR 52.216-2 (Economic Price Adjustment)

Schedule of Items line items 72 and 73 on the contract and subsequent modification are revised to read Lattice Boom Crane - 500 US ton and Lattice Boom Crane - 660 ton sequentially.

Item	Description	Model #
1	Industrial Crane	YB4409
2	Industrial Crane	CD3330F
3	Industrial Crane	YB4409XL
4	Industrial Crane	CD3330FL
5	Industrial Crane	YB4409-2
6	Industrial Crane	CD3339
7	Industrial Crane	YB4411
8	Industrial Crane	CD3340B
9	Industrial Crane	YB5520
10	Industrial Crane	CD5520
11	Industrial Crane	GCD25
12	Industrial Crane	SCD25
13	Industrial Crane	GCD15
14	Industrial Crane	SCD15
15	Rough Terrain Crane	RT530E-2
16	Rough Terrain Crane	RT540E
17	Rough Terrain Crane	RT765E-2
18	Rough Terrain Crane	RT770E
19	Rough Terrain Crane	GRT880
20	Rough Terrain Crane	GRT8100
21	Rough Terrain Crane	RT9130E-2
22	Rough Terrain Crane	RT9150E
23	Truck Mounted Crane	TMS750E
24	Truck Mounted Crane	TMS760E
25	Truck Mounted Crane	TMS800E
26	Truck Mounted Crane	TMS9000-2
27	All Terrain Crane	GMK3060
28	All Terrain Crane	GMK4100L-1
29	All Terrain Crane	GMK5150
30	All Terrain Crane	GMK5150L

Item	Description	Model #
31	All Terrain Crane	GMK5180-1
32	All Terrain Crane	GMK5200-1
33	All Terrain Crane	GMK5250L
34	All Terrain Crane	GMK6300L
35	All Terrain Crane	GMK6400
36	All Terrain Crane	GMK7550
37	Boom Truck Crane	400B
38	Boom Truck Crane	500E2
39	Boom Truck Crane	500E2 PKG
40	Boom Truck Crane	600E2
41	Boom Truck Crane	600E2 PKG
42	Boom Truck Crane	600H
43	Boom Truck Crane	600H TM
44	Boom Truck Crane	800D
45	Boom Truck Crane	800D PKG
46	Boom Truck Crane	800DU
47	Boom Truck Crane	900A
48	Boom Truck Crane	900A PKG
49	Boom Truck Crane	1300A
50	Boom Truck Crane	1300A PKG
51	Boom Truck Crane	1400A
52	Boom Truck Crane	1400A PKG
53	Boom Truck Crane	1400H
54	Boom Truck Crane	1400H PKG
55	Boom Truck Crane	NBT30H-2
56	Boom Truck Crane	NBT30H-2 PKG
57	Boom Truck Crane	NBT36-1
58	Boom Truck Crane	NBT40-1
59	Boom Truck Crane	NBT45-1
60	Boom Truck Crane	NBT45 TM

Item	Description	Model #
61	Boom Truck Crane	NBT50
62	Boom Truck Crane	NBT55
63	Boom Truck Crane	NTC55
64	Boom Truck Crane	NBT60
65	Lattice Boom Crane	8500-1
66	Lattice Boom Crane	11000-1
67	Lattice Boom Crane	12000-1
68	Lattice Boom Crane	999
69	Lattice Boom Crane	2250
70	Lattice Boom Crane	14000
71	Lattice Boom Crane	16000
72	Lattice Boom Crane 500 ton	18000
73	Lattice Boom Crane 660 ton	18000
74	Lattice Boom Crane	8000-1
75	Lattice Boom Crane	10000A-1
76	Lattice Boom Crane	10000B-1
77	Lattice Boom Crane	MLC165-1
78	Lattice Boom Crane	MLC300
79	Lattice Boom Crane	MLC650
80	Crawler Hydraulic Crane	GHC30
81	Crawler Hydraulic Crane	GHC50
82	Crawler Hydraulic Crane	GHC55
83	Crawler Hydraulic Crane	GHC75
84	Crawler Hydraulic Crane	GHC130

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE **K** PAGE 1 OF 5

2. AMENDMENT/MODIFICATION NO. **P00001** 3. EFFECTIVE DATE **See Blk. 16C** 4. REQUISITION/PURCHASE REQ. NO. **See Block 14** 5. PROJECT NO. (if applicable)

6. ISSUED BY **DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-6096 USA** CODE **SPE8EC** 7. ADMINISTERED BY (if other than item 6) **DCMA NEW CUMBERLAND 54 M AVE STE 9 NEW CUMBERLAND PA 17070-5012 USA** CODE **S4201A**
 InWator: Michelle Diak PEPCDA7 Tel: 215-737-7278 FAX: 215-737-0396 Email: Michelle.Diak@dla.mil

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) **Grove U.S. L.L.C DBA Manitowoc Crane Group 1585 Buchanan Trl E SHADY GROVE PA 17256-0021 USA** (X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **SPE8EC-17-D-0008** 10B. DATED (SEE ITEM 13) **2017 AUG 11**
 CODE **12361** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment 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
	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.

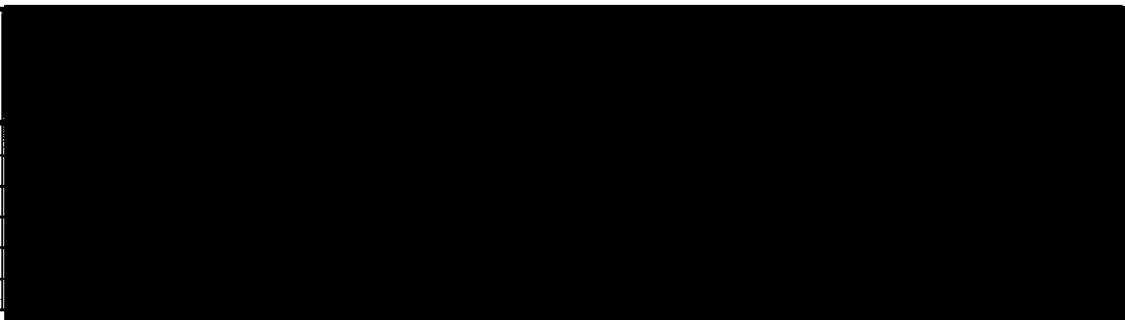
15A. NAME AND TITLE OF SIGNER (Type or print) **Darryl Mellott Director Government Marketing** 15B. CONTRACTOR/OFFEROR **(Signature of person authorized to sign)** 15C. DATE SIGNED **27 FEB 2018** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **ROBERT F SPADARO JR** 16B. UNITED STATES OF AMERICA **(Signature of Contracting Officer)** 16C. DATE SIGNED **2/27/2018**

IN ACCORDANCE WITH FAR 52.216-2 ECONOMIC PRICE ADJUSTMENT - STANDARD SUPPLIES (JAN 1997) MANITOWOC PRICE LIST WITH MODEL PRICING AND DISCOUNTS ON PAGES 11-13 OF THE SCHEDULE OF ITEMS ON CONTRACT SPE8EC-17-D-0008 IS HEREBY REPLACED BY PAGES 3-5 OF THE SUBJECT MODIFICATION TO REFLECT THE ECONOMIC PRICE ADJUSTMENT OF 84 ITEMS.


Item #	Description of Proposed Item	Make/Model Number of Proposed item
1	Industrial Crane	YB4409
2	Industrial Crane	CD3330F
3	Industrial Crane	YB4409XL
4	Industrial Crane	CD3330FL
5	Industrial Crane	YB4409-2
6	Industrial Crane	CD3339
7	Industrial Crane	YB4411
8	Industrial Crane	CD3340B
9	Industrial Crane	YB5520
10	Industrial Crane	CD5520
11	Industrial Crane	GCD25
12	Industrial Crane	SCD25
13	Industrial Crane	GCD15
14	Industrial Crane	SCD15
15	Rough Terrain Crane	RT530E-2
16	Rough Terrain Crane	RT540E
17	Rough Terrain Crane	RT765E-2
18	Rough Terrain Crane	RT770E
19	Rough Terrain Crane	GRT880
20	Rough Terrain Crane	GRT8100
21	Rough Terrain Crane	RT9130E-2
22	Rough Terrain Crane	RT9150E
23	Truck Mounted Crane	TMS750E
24	Truck Mounted Crane	TMS760E
25	Truck Mounted Crane	TMS800E
26	Truck Mounted Crane	TMS9000-2
27	All Terrain Crane	GMK3060
28	All Terrain Crane	GMK4100L-1
29	All Terrain Crane	GMK5150
30	All Terrain Crane	GMK5150L
31	All Terrain Crane	GMK5180-1
32	All Terrain Crane	GMK5200-1
33	All Terrain Crane	GMK5250L
34	All Terrain Crane	GMK6300L
35	All Terrain Crane	GMK6400
36	All Terrain Crane	GMK7550
37	Boom Truck Crane	400B
38	Boom Truck Crane	500E2
39	Boom Truck Crane	500E2 PKG

Item #	Description of Proposed Item	Make/Model Number of Proposed item
40	Boom Truck Crane	600E2
41	Boom Truck Crane	600E2 PKG
42	Boom Truck Crane	600H
43	Boom Truck Crane	600H TM
44	Boom Truck Crane	800D
45	Boom Truck Crane	800D PKG
46	Boom Truck Crane	800DU
47	Boom Truck Crane	900A
48	Boom Truck Crane	900A PKG
49	Boom Truck Crane	1300A
50	Boom Truck Crane	1300A PKG
51	Boom Truck Crane	1400A
52	Boom Truck Crane	1400A PKG
53	Boom Truck Crane	1400H
54	Boom Truck Crane	1400H PKG
55	Boom Truck Crane	NBT30H-2
56	Boom Truck Crane	NBT30H-2 PKG
57	Boom Truck Crane	NBT36-1
58	Boom Truck Crane	NBT40-1
59	Boom Truck Crane	NBT45-1
60	Boom Truck Crane	NBT45 TM
61	Boom Truck Crane	NBT50
62	Boom Truck Crane	NBT55
63	Boom Truck Crane	NTC55
64	Boom Truck Crane	NBT60
65	Lattice Boom Crane	8500-1
66	Lattice Boom Crane	11000-1
67	Lattice Boom Crane	12000-1
68	Lattice Boom Crane	999
69	Lattice Boom Crane	2250
70	Lattice Boom Crane	14000
71	Lattice Boom Crane	16000
72	Lattice Boom Crane	18000
73	Lattice Boom Crane	18000
74	Lattice Boom Crane	8000-1
75	Lattice Boom Crane	10000A-1
76	Lattice Boom Crane	10000B-1
77	Lattice Boom Crane	MLC165-1
78	Lattice Boom Crane	MLC300


Item #	Description of Proposed Item	Make/Model Number of Proposed item
79	Lattice Boom Crane	MLC650
80	Crawler Hydraulic Crane	GHC30
81	Crawler Hydraulic Crane	GHC50
82	Crawler Hydraulic Crane	GHC55
83	Crawler Hydraulic Crane	GHC75
84	Crawler Hydraulic Crane	GHC130



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

2. CONTRACT NO. SPE8EC-17-D-0008	3. AWARD/EFFECTIVE DATE 2017 AUG. 11	4. ORDER NUMBER	1. REQUISITION NUMBER 1000053774	PAGE 1 OF 13
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Melissa Rios Thomas	5. SOLICITATION NUMBER SPE8EC-17-R-0004	6. SOLICITATION ISSUE DATE 03/03/2017
			b. TELEPHONE NUMBER (No collect calls) (215)737-3629	8. OFFER DUE DATE/ LOCAL TIME 04/05/2017

9. ISSUED BY DLA Troop Support Construction & Equipment (Supply Chain) 700 Robbins Avenue Philadelphia, PA 19111-5096	CODE SPE8EC	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 (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333120 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)
---	-----------------------	---

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 	<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING To Be Shown on Each Order
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO To Be Shown On Each Order	CODE	16. ADMINISTERED BY DCMA New Cumberland 54 M Avenue Suite 9 New Cumberland, PA 17070-5012	CODE S4201A
--	------	---	-----------------------

17a. CONTRACTOR/OFFEROR Grove U.S. L.L.C. 1565 Buchanan Trail East Shady Grove, PA 17256-0021	CODE 12361	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS (SL4701) BSM P.O. Box 182317 Columbus, OH 43218-2317	CODE SL4701
---	----------------------	---------------	--	-----------------------

TELEPHONE NO. **(717)593-5594**

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
--------------	-----------------------------------	--------------	----------	----------------	------------

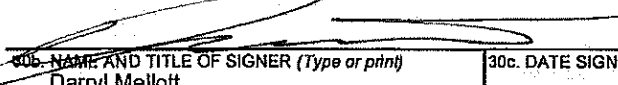

	See Pages 11-13				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA To Be Shown On Each Order	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$71,700,584.00 (Estimate)
---	--

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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

<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. Grove U.S. LLC's OFFER DATED 03/31/2017 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Cranes
---	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or print) Darryl Mellott Director Government Marketing	30c. DATE SIGNED 08AUG2017
31b. NAME OF CONTRACTING OFFICER (Type or print) Louis Cooker	31c. DATE SIGNED 08/11/2017

SPE8EC-17-D-0008**GROVE U.S. L.L.C.****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-0004, as amended by Amendment 0001. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Cranes.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFPs SPE8EC-17-R-0004, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. Grove U.S. LLC's Commercial Subcontracting Plan, which was approved by a Contracting Officer from DLA Warren, is valid through December 31, 2017 and is acceptable to DLA Troop Support.

d. The product base list unit prices set forth in the contractor's proposal dated March 31, 2017, and the final proposal discounts dated June 27, 2017, are applicable to the items specified in this contract and are shown on pages 11-13 of this contract.

The proposed product base list unit prices are from Grove U.S. L.L.C.'s [REDACTED] Commercial Price List.

The negotiated discounts on pages 11-13 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.

e. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

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

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 6 of this contract.

2) CONTRACT PERIOD

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

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$71,700,584.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Crane contracts to be awarded under SPE8EC-17-R-0004, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$121,890,993.00.

SPE8EC-17-D-0008**3) DELIVERY ORDER LIMITATIONS**

- (a) **Minimum Order:** When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
- (b) **Maximum Order:** The Contractor is not obligated to honor -
- (1) Any order for a single item is excess of \$10,000,000.00
 - (2) Any order for a combination of items in excess of \$10,000,000.00; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.
- (c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

- (a) The product base list unit prices set forth in the contractor's proposal dated March 31, 2017, and the final proposal discounts dated June 27, 2017, are applicable to the items specified in this contract and are shown on pages 11-13 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:

[REDACTED]
[REDACTED]
[REDACTED]

- 6) CONTRACT ADMINISTRATION:** Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) New Cumberland, PA.

SPE8EC-17-D-0008**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 (MAY 2014)
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 252.204-7004, Alternate A, System for Award Management (FEB 2014)
DFARS 252.222-7007 Representation Regarding Combatting Trafficking in Persons (JAN 2015)
DFARS 252.225-7048 Export Controlled Items (JUN 2013)
DFARS 252.232-7006, Wide Area Workflow Payment Instructions (MAY 2013)

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

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

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

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
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 (OCT 2016)
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 (JUN 2016)
DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (MAR 2016)
DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2016)
DFARS 252.225-7021, Trade Agreements (DEC 2016)
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 (SEP 2004)
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 (JUN 2012)
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 (APR 2014)
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 (APR 2014)

DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

TIME OF DELIVERY – F.O.B. POINT

(a) Time of Delivery

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on pages 11-13 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>
1-26, 37-79	[REDACTED] [REDACTED] [REDACTED]
27-36, 80-84	[REDACTED] [REDACTED] [REDACTED]

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

(b) Place of Packaging, Packing and Marking:

(1) Same as shown in a(1) above.

(2) As shown below:

(c) Place of Government Inspection:

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
1-26, 37-79	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
27-36, 80-84	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]

SPE8EC-17-D-0008

(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>
-----------------	-------------------------------	-------------------------------------

<input type="checkbox"/> (3) At destination		
---	--	--

(d) Place of Acceptance:

(1) At the plant shown and by the Government Inspection Office shown in c(1) above.

(2) At the plant shown and by the Government Inspection Office shown in c(2) above.

(3) At destination by the receiving authority.

(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY. Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.

(1) Same as shown in a(1) above.

(2) As shown below:

NOTE: Any change to the above Place of Performance, Inspection, and Acceptance must be approved in writing by the Contracting Officer.

[REDACTED CONTENT]

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(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) **52.209-19**, 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) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- (3) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (4) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

SPE8EC-17-D-0008

- (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) **[Reserved]**.
- (6) **52.204-14**, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);
- (7) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);
- (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- (9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- (10) **[Reserved]**.
- (11)(i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) **Alternate I** (NOV 2011) of 52.219-3.
- (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) **Alternate I** (JAN2011) of 52.219-4.
- (13) **[Reserved]**
- (14)(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) **Alternate I** (NOV 2011)
- (iii) **Alternate II** (NOV 2011)
- (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) **Alternate I** (OCT 1995) of 52.219-7
- (iii) **Alternate II** (MAR 2004) of 52.219-7
- (16) **52.219-8**, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637 (d)(2) and (3)).
- (17)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637 (d)(4)).
- (ii) **Alternate I** (NOV 2016) of 52.219-9
- (iii) **Alternate II** (NOV 2016) of 52.219-9
- (iv) **Alternate III** (JAN 2016) of 52.219-9
- (v) **Alternate IV** (JAN 2016) of 52.219-9
- (18) **52.219-13**, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) **52.219-14**, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (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 (NOV 2011) (15 U.S.C. 657f).
- (22) **52.219-28**, Post Award Small Business Program Representation (JUL 2013) (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 (EDWOSB) Concerns (DEC 2015) (15-U.S.C. 637(m)).
- (24) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- (28) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) **52.222-50**, Combating Trafficking in Persons (MAR 2015) (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).

SPE8EC-17-D-0008

- X (34) **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.)
- X (35) **52.222-59**, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017.)

Note to paragraph (b) (35): By a court order issued on October 24, 2016, 52.222-59, is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- X (36) **52.222-60**, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- ___ (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 Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) **Alternate I** (Jun 2014) of 52.223-14.
- ___ (42) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (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 (Aug 2011) (E.O. 13513).
- ___ (45) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) **52.223-21**, Foams (Jun 2016) (E.O. 13696).
- ___ (47)(i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) **Alternate I** (JAN 2017) of 52.224-3.
- ___ (48) **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (49)(i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (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** (May 2014) of 52.225-3.
- ___ (iii) **Alternate II** (May 2014) of 52.225-3.
- ___ (iv) **Alternate III** (May 2014) of 52.225-3.
- ___ (50) **52.225-5**, Trade Agreements (Oct 2016) (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 (Nov 2007) (42 U.S.C. 5150).
- ___ (55) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (56) **52.232-30**, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

SPE8EC-17-D-0008

- (57) **52.232-33**, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) **52.232-34**, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).
- (62)(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.

(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) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- (2) **52.222-41**, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- (3) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- (5) **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).
- (6) **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).
- (7) **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).
- (8) **52.222-55**, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (9) **52.222-62**, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- (11) **52.237-11**, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

SPE8EC-17-D-0008

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 (Oct 2015) (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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (x) 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.
 - (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xii) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).
 - (xiii) 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.)
 - (xiv) 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)
 - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
 - (xvi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).
 - (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e) (1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
 - (xvix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - ____ (B) Alternate I (JAN 2017) of 52.224-3.
 - (xxi) 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).
 - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxiii) 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.

Item #	Description of Proposed Item	Make/Model Number of Proposed item
1	Industrial Crane	YB4409
2	Industrial Crane	CD3330F
3	Industrial Crane	YB4409XL
4	Industrial Crane	CD3330FL
5	Industrial Crane	YB4409-2
6	Industrial Crane	CD3339
7	Industrial Crane	YB4411
8	Industrial Crane	CD3340B
9	Industrial Crane	YB5520
10	Industrial Crane	CD5520
11	Industrial Crane	GCD25
12	Industrial Crane	SCD25
13	Industrial Crane	GCD15
14	Industrial Crane	SCD15
15	Rough Terrain Crane	RT530E-2
16	Rough Terrain Crane	RT540E
17	Rough Terrain Crane	RT765E-2
18	Rough Terrain Crane	RT770E
19	Rough Terrain Crane	GRT880
20	Rough Terrain Crane	GRT8100
21	Rough Terrain Crane	RT9130E-2
22	Rough Terrain Crane	RT9150E
23	Truck Mounted Crane	TMS750E
24	Truck Mounted Crane	TMS760E
25	Truck Mounted Crane	TMS800E
26	Truck Mounted Crane	TMS9000-2
27	All Terrain Crane	GMK3060
28	All Terrain Crane	GMK4100L-1
29	All Terrain Crane	GMK5150
30	All Terrain Crane	GMK5150L
31	All Terrain Crane	GMK5180-1
32	All Terrain Crane	GMK5200-1
33	All Terrain Crane	GMK5250L
34	All Terrain Crane	GMK6300L
35	All Terrain Crane	GMK6400
36	All Terrain Crane	GMK7550
37	Boom Truck Crane	400B
38	Boom Truck Crane	500E2
39	Boom Truck Crane	500E2 PKG

Item #	Description of Proposed Item	Make/Model Number of Proposed item
40	Boom Truck Crane	600E2
41	Boom Truck Crane	600E2 PKG
42	Boom Truck Crane	600H
43	Boom Truck Crane	600H TM
44	Boom Truck Crane	800D
45	Boom Truck Crane	800D PKG
46	Boom Truck Crane	800DU
47	Boom Truck Crane	900A
48	Boom Truck Crane	900A PKG
49	Boom Truck Crane	1300A
50	Boom Truck Crane	1300A PKG
51	Boom Truck Crane	1400A
52	Boom Truck Crane	1400A PKG
53	Boom Truck Crane	1400H
54	Boom Truck Crane	1400H PKG
55	Boom Truck Crane	NBT30H-2
56	Boom Truck Crane	NBT30H-2 PKG
57	Boom Truck Crane	NBT36-1
58	Boom Truck Crane	NBT40-1
59	Boom Truck Crane	NBT45-1
60	Boom Truck Crane	NBT45 TM
61	Boom Truck Crane	NBT50
62	Boom Truck Crane	NBT55
63	Boom Truck Crane	NTC55
64	Boom Truck Crane	NBT60
65	Lattice Boom Crane	8500-1
66	Lattice Boom Crane	11000-1
67	Lattice Boom Crane	12000-1
68	Lattice Boom Crane	999
69	Lattice Boom Crane	2250
70	Lattice Boom Crane	14000
71	Lattice Boom Crane	16000
72	Lattice Boom Crane	18000
73	Lattice Boom Crane	18000
74	Lattice Boom Crane	8000-1
75	Lattice Boom Crane	10000A-1
76	Lattice Boom Crane	10000B-1
77	Lattice Boom Crane	MLC165-1
78	Lattice Boom Crane	MLC300

Item #	Description of Proposed Item	Make/Model Number of Proposed item
79	Lattice Boom Crane	MLC650
80	Crawler Hydraulic Crane	GHC30
81	Crawler Hydraulic Crane	GHC50
82	Crawler Hydraulic Crane	GHC55
83	Crawler Hydraulic Crane	GHC75
84	Crawler Hydraulic Crane	GHC130

