

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
K

PAGE 1 OF 4

2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable) S1403A	
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 CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOHN DEERE SHARED SERVICES, INC. DBA JOHN DEERE CONSTRUCTION RETAIL 1300 RIVER DR MOLINE IL 61265-1356 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005
			10B. DATED (SEE ITEM 13) 2018 FEB 01
CODE 3PSD7	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.


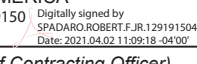
<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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) Brooke Forsberg, Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED Digitally signed by Brooke Forsberg DN: cn=Brooke Forsberg, o=US, ou=John Deere Construction & Forestry, ou=Government Sales, email=Brooke.Forsberg@JohnDeere.com Date: 2021.04.01 13:03:33 -05'00'	16B. UNITED STATES OF AMERICA SPADARO.ROBERT.F.JR.12919150 40  (Signature of Contracting Officer)	16C. DATE SIGNED 4/2/2021 Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2021.04.02 11:09:18 -04'00'

REFERENCE: EMAIL REQUEST DATED 24-MAR-2021, FROM BROOKE FORSBERG (JOHN DEERE CONSTRUCTION) TO HEPP LTC MAILBOX, REQUESTING CONTRACT MODIFICATION.

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1. In accordance with the Addition/Deletion of Items as referenced on page 18 of solicitation SPE8EC-17-R-0004, the John Deere Construction Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on the Schedule of Items (SOI) within Contract SPE8EC-18-D-0005 is hereby replaced by pages 3 - 4 of the subject modification to reflect the below 7 model additions to the SOI. John Deere Construction's SOI now lists 64 models.

The following models are added to the SOI:

Wheel Feller Buncher - Model 843L-II  
Four Wheel Drive Loader - Model 444P  
Four Wheel Drive Loader - Model 524P  
Four Wheel Drive Loader - Model 544P  
Four Wheel Drive Loader - Model 624P  
Four Wheel Drive Loader - Model 644P  
Four Wheel Drive Loader - Model 724P

2. All other terms and conditions remain unchanged.

**SPE8EC-18-D-0005 P00013 JOHN DEERE (CONSTRUCTION)**

	Description of Item	Make / Model Number
1	Backhoe	310L
2	Backhoe	310L EP
3	Backhoe	310SL
4	Backhoe	310SL HL
5	Backhoe	410L
6	Backhoe	710L
7	Compact Track Loader	317G
8	Compact Track Loader	331G
9	Compact Track Loader	333G
10	Compact Track Loader	325G
11	Crawler Dozer	450K
12	Crawler Dozer	550K
13	Crawler Dozer	650K
14	Crawler Dozer	700L
15	Crawler Dozer	750L
16	Crawler Dozer	1050K
17	Crawler Dozer	950K
18	Crawler Dozer	850L
19	Crawler Loader	755K
20	Excavator	75G
21	Excavator	85G
22	Excavator	130G FT4
23	Excavator	210G LC FT4
24	Excavator	250G LC FT4
25	Excavator	300G LC
26	Excavator	350G LC FT4
27	Excavator	380G LC FT4
28	Excavator	670G FT4
29	Excavator	870G FT4
30	Excavator	470G LC FT4
31	Excavator	160G LC FT4
32	Excavator	190GW FT4
33	Tractor Loader	210L
34	Excavator(Compact)	35G
35	Excavator(Compact)	50G
36	Excavator(Compact)	60G
37	Excavator(Compact)	30G
38	Motor Grader	670G
39	Motor Grader	672G

<b>SPE8EC-18-D-0005 P00013 JOHN DEERE (CONSTRUCTION)</b>
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	Description of Item	Make / Model Number	
40	Motor Grader	770G	
41	Motor Grader	870G	
42	Motor Grader	872G	
43	Motor Grader	620G	
44	Motor Grader	622G	
45	Motor Grader	772G	
46	Skid Steer Loader	316GR	
47	Skid Steer Loader	318G	
48	Skid Steer Loader	330G	
49	Skid Steer Loader	332G	
50	Skid Steer Loader	320G	
51	Skid Steer Loader	324G	
52	Wheel Loader (Compact)	344L	
53	Wheel Loader (Compact)	244L	
54	Wheel Loader	744L	
55	Wheel Loader	844L	
56	Articulated Dump Truck	260E	
57	Articulated Dump Truck	310E	
58	Wheel Feller Buncher	843L-II	
59	Four Wheel Drive Loader	444 P	
60	Four Wheel Drive Loader	524 P	
61	Four Wheel Drive Loader	544 P	
62	Four Wheel Drive Loader	624 P	
63	Four Wheel Drive Loader	644 P	
64	Four Wheel Drive Loader	724 P	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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**PAGE 1 OF 4**

2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable) S1403A	
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 CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOHN DEERE SHARED SERVICES, INC. DBA JOHN DEERE CONSTRUCTION RETAIL 1300 RIVER DR MOLINE IL 61265-1356 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005	
						10B. DATED (SEE ITEM 13) 2018 FEB 01	
CODE 3PSD7		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)  Osborne Jayne Digitally signed by Osborne Jayne DN: cn=Osborne Jayne Date: 2020.10.21 17:20:59 E=Osborne.Jayne@dla.mil		15C. DATE SIGNED		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Robert F Spadaro Jr		16B. UNITED STATES OF AMERICA SPADARO.ROBERT.F.JR.1291915040 Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2020.10.21 11:24:05 -04'00'		16C. DATE SIGNED	
				(Signature of Contracting Officer)					

1. IN ACCORDANCE WITH FAR 52.216-2. ECONOMIC PRICE ADJUSTMENT - STANDARD SUPPLIES (JAN 1997), JOHN DEERE CONSTRUCTION SUPPLY PRICE LIST WITH MODEL PRICING AND DISCOUNTS ON PAGES 12 - 13 OF ORIGINAL CONTRACT, DATED 01 FEBREUARY 2018 , ARE HEREBY REPLACED BY PAGES 3 -4 OF SUBJECT MODIFICATION TO REFLECT JOHN DEERE CONSTRUCTION'S CURRENT BASE PRICE LIST DATED 05 AUGUST 2020.

2. IN ACCORDANCE WITH THE ADD/ DELETION OF ITEMS REFERENCED ON PAGES OF SOLICITATION SPE8EC-18-R-0005, THE FOLLOWING REFELCT THE ADDITION OF FOUR MODELS AND DELETION OF FOUR MODELS:

## ADDITIONS:

CRAWLER DOZER 700L  
CRAWLER DOZER 750L  
EXCAVATOR 670G FT4  
EXCAVATOR 870G FT4

## DELETIONS:

CRAWLER DOZER 700K  
CRAWLER DOZER 750K  
SKID STEER LOADER 312GR  
SKID STEER LOADER 314G

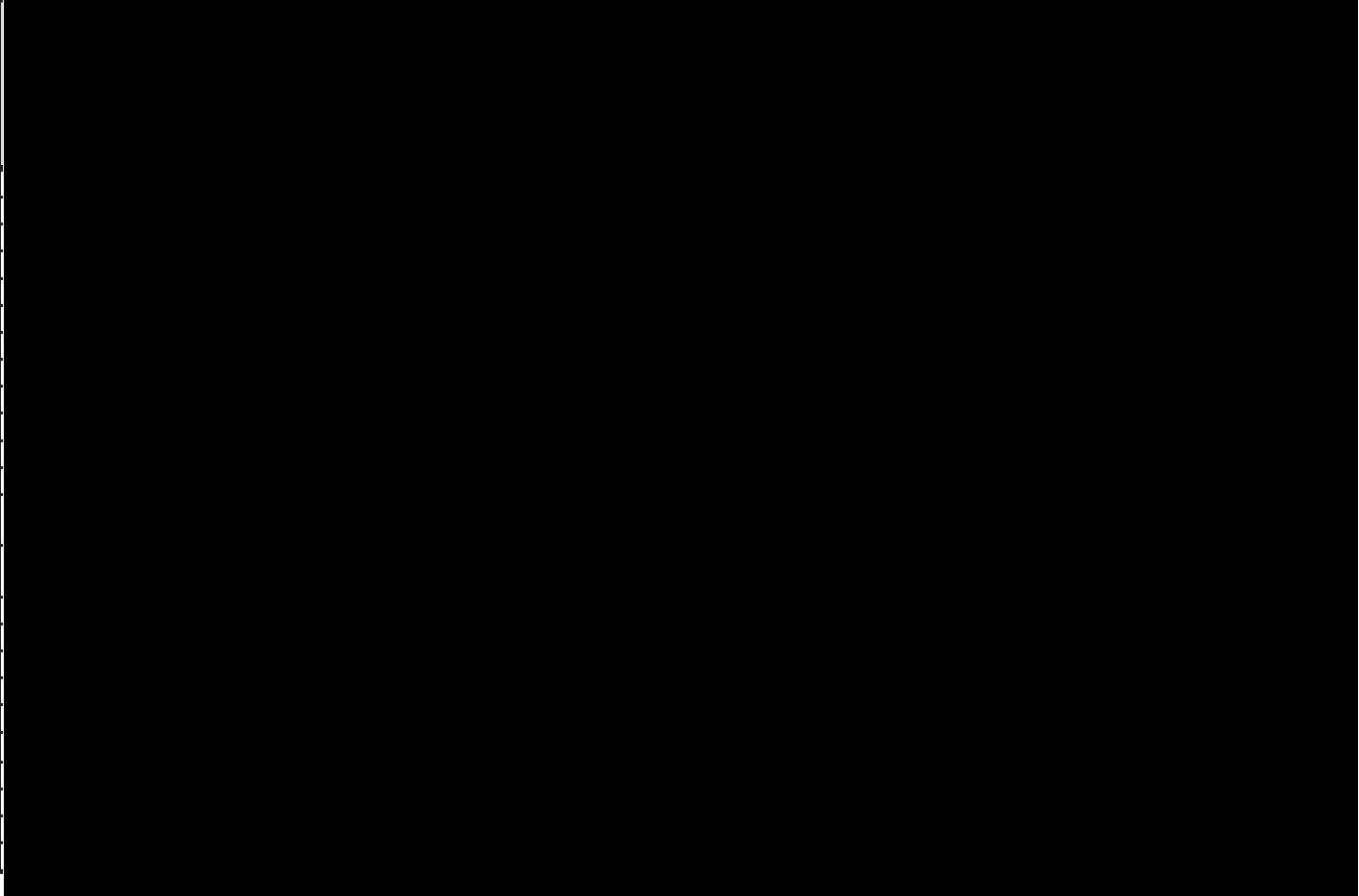
3. ALL OTHER CONTRACT TERMS AND CONDITIONS REMAIN UNCHANGED.

<b>SPE8EC-18-D-0005 P00008 JOHN DEERE (CONSTRUCTION)</b>
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	Description of Item	Make / Model Number	
1	Backhoe	310L	
2	Backhoe	310L EP	
3	Backhoe	310SL	
4	Backhoe	310SL HL	
5	Backhoe	410L	
6	Backhoe	710L	
7	Compact Track Loader	317G	
8	Compact Track Loader	331G	
9	Compact Track Loader	333G	
10	Compact Track Loader	325G	
11	Crawler Dozer	450K	
12	Crawler Dozer	550K	
13	Crawler Dozer	650K	
15	Crawler Dozer	700L	
15	Crawler Dozer	750L	
16	Crawler Dozer	1050K	
17	Crawler Dozer	950K	
18	Crawler Dozer	850L	
19	Crawler Loader	755K	
20	Excavator	75G	
21	Excavator	85G	
22	Excavator	130G FT4	
23	Excavator	210G LC FT4	
24	Excavator	250G LC FT4	
25	Excavator	300G LC	
26	Excavator	350G LC FT4	
27	Excavator	380G LC FT4	
27	Excavator	670G FT4	
27	Excavator	870G FT4	
28	Excavator	470G LC FT4	
29	Excavator	160G LC FT4	
30	Excavator	190GW FT4	
31	Tractor Loader	210L	
32	Excavator(Compact)	35G	
33	Excavator(Compact)	50G	
34	Excavator(Compact)	60G	
35	Excavator(Compact)	30G	
36	Motor Grader	670G	
37	Motor Grader	672G	

**SPE8EC-18-D-0005 P00008 JOHN DEERE (CONSTRUCTION)**

	Description of Item	Make / Model Number
38	Motor Grader	770G
39	Motor Grader	870G
40	Motor Grader	872G
41	Motor Grader	620G
42	Motor Grader	622G
43	Motor Grader	772G
46	Skid Steer Loader	316GR
47	Skid Steer Loader	318G
48	Skid Steer Loader	330G
49	Skid Steer Loader	332G
50	Skid Steer Loader	320G
51	Skid Steer Loader	324G
52	Wheel Loader (Compact)	344L
53	Wheel Loader (Compact)	244L
54	Wheel Loader	444L
55	Wheel Loader	644L
56	Wheel Loader	724L
57	Wheel Loader	524L
58	Wheel Loader	544L
59	Wheel Loader	624L
60	Wheel Loader	744L
61	Wheel Loader	844L
62	Articulated Dump Truck	260E
63	Articulated Dump Truck	310E





**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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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: Howard Page PEPCBEZ Tel: 2-5-737-5280 Email: DLA-TS-FCCD.Inquiry@dla.mil	CODE	SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA	CODE S1403A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  John Deere Shared Services, Inc. DBA John Deere Construction 1300 RIVER DR MOLINE IL 61265-1356 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005
		10B. DATED (SEE ITEM 13)  2018 FEB 01
CODE 3PSD7	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 SPLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) in accordance with FAR 1.108(d)(3)

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

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

See Continuation Sheet

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Howard Page DLA-TS-FCCD.Inquiry@dla.mil 2020 AUG 14	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Howard Page (Signature of Contracting Officer)	2020 AUG 14

THIS CONTRACT IS MODIFIED TO INCLUDE FAR 52.204-25, PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) AND SUPPLEMENT FAR PROVISION 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020), AND DFARS PROVISION 252.204-7016, COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019), AS FOLLOWS:

- THE CONTRACTOR REPRESENTS AND AGREES TO THE FOLLOWING CONDITIONS BY PERFORMANCE AGAINST THIS CONTRACT, INCLUDING PERFORMANCE OF A TASK OR DELIVERY ORDER THAT IT:

(1) WILL NOT PROVIDE COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES TO THE GOVERNMENT IN THE PERFORMANCE OF ANY CONTRACT, SUBCONTRACT OR OTHER CONTRACTUAL INSTRUMENT IN ACCORDANCE WITH FAR 52.204-24(d)(1);

(2) DOES NOT USE COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES, OR USE ANY EQUIPMENT, SYSTEM, OR SERVICE THAT USES COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES IN ACCORDANCE WITH FAR 52.204-24(d)(2); AND

(3) DOES NOT PROVIDE COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES AS A PART OF ITS OFFERED PRODUCTS OR SERVICES TO THE GOVERNMENT IN THE PERFORMANCE OF ANY CONTRACT, SUBCONTRACT, OR OTHER CONTRACTUAL INSTRUMENT IN ACCORDANCE WITH DFARS 252.204-7016(C).

[THESE REPRESENTATIONS REPLACE THE MANUAL BLOCK CHECKS IN FAR 52.204-24(D)(1) ( WILL NOT) AND (D)(2) ( DOES NOT) AND DFARS 252.204-7016(C) ( DOES NOT).]

IF THE CONTRACTOR DETERMINES THAT ANY OF THESE REPRESENTATIONS ARE NO LONGER ACCURATE OR IS NOT ACCURATE WITH RESPECT TO A PARTICULAR TASK OR DELIVERY ORDER, IT SHALL IMMEDIATELY NOTIFY THE CONTRACTING OFFICER IN WRITING.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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2. AMENDMENT/MODIFICATION NO. P00008		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: Shane Moore DSM0144 Tel: DSN312-444-8635 Email: Shane.Moore@dla.mil	CODE	SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA	CODE S1403A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  John Deere Shared Services, Inc. DBA John Deere Construction 1300 RIVER DR MOLINE IL 61265-1356 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005
		10B. DATED (SEE ITEM 13) 2018 FEB 01
CODE 3PSD7	FACILITY CODE	

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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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)  Jayne Osborne		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  SPADARO.ROBERT.F.JR.1291915 040 Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2020.06.15 11:41:25 -04'00' (Signature of Contracting Officer)	
15B. CONTRACTOR/OFFEROR <i>Jayne Osborne</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12 June 2020	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 6-15-20

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1. John Deere Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 through 13 of the Schedule of Items (SOI) in Contract SPE8EC-18-D-0005 is hereby replaced by pages 3 and 4 of the subject modification to reflect the price modifications on 13 models identified in the Commercial Price List.

2. In accordance with the Addition/Deletion Language, the following Models (5 Models) numbers are hereby ADDED to the John Deere contract:

[REDACTED]

3. In accordance with the Addition/Deletion of Items, the following 3 Models are hereby DELETED from the John Deere contract:

ITEM DESCRIPTION MODEL #  
Wheel Loader 444K  
Wheel Loader 644K  
Wheel Loader 724K

4. All other terms and conditions remain unchanged.

**SPE8EC-18-D-0005 P00008 JOHN DEERE (CONSTRUCTION)**

	Description of Item	Make / Model Number
1	Backhoe	310L
2	Backhoe	310L EP
3	Backhoe	310SL
4	Backhoe	310SL HL
5	Backhoe	410L
6	Backhoe	710L
7	Compact Track Loader	317G
8	Compact Track Loader	331G
9	Compact Track Loader	333G
10	Compact Track Loader	325G
11	Crawler Dozer	450K
12	Crawler Dozer	550K
13	Crawler Dozer	650K
14	Crawler Dozer	700K
15	Crawler Dozer	750K
16	Crawler Dozer	1050K
17	Crawler Dozer	950K
18	Crawler Dozer	850L
19	Crawler Loader	755K
20	Excavator	75G
21	Excavator	85G
22	Excavator	130G FT4
23	Excavator	210G LC FT4
24	Excavator	250G LC FT4
25	Excavator	300G LC
26	Excavator	350G LC FT4
27	Excavator	380G LC FT4
28	Excavator	470G LC FT4
29	Excavator	160G LC FT4
30	Excavator	190GW FT4
31	Tractor Loader	210L
32	Excavator(Compact)	35G
33	Excavator(Compact)	50G
34	Excavator(Compact)	60G
35	Excavator(Compact)	30G
36	Motor Grader	670G
37	Motor Grader	672G
38	Motor Grader	770G

## SPE8EC-18-D-0005 P00008 JOHN DEERE (CONSTRUCTION)

	Description of Item	Make / Model Number
39	Motor Grader	870G
40	Motor Grader	872G
41	Motor Grader	620G
42	Motor Grader	622G
43	Motor Grader	772G
44	Skid Steer Loader	312GR
45	Skid Steer Loader	314G
46	Skid Steer Loader	316GR
47	Skid Steer Loader	318G
48	Skid Steer Loader	330G
49	Skid Steer Loader	332G
50	Skid Steer Loader	320G
51	Skid Steer Loader	324G
52	Wheel Loader (Compact)	344L
53	Wheel Loader (Compact)	244L
54	Wheel Loader	444L
55	Wheel Loader	644L
56	Wheel Loader	724L
57	Wheel Loader	524L
58	Wheel Loader	544L
59	Wheel Loader	624L
60	Wheel Loader	744L
61	Wheel Loader	844L
62	Articulated Dump Truck	260E
63	Articulated Dump Truck	310E

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
K

PAGE 1 OF 4

2. AMENDMENT/MODIFICATION NO. P00007	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 Inittiator: Shane Moore DSM0144 Tel: DSN312-444-8635 Email: Shane.Moore@dla.mil	CODE SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA	CODE S1403A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  John Deere Shared Services, Inc. DBA John Deere Construction 1515 5th Ave Ste 200 MOLINE IL 61265-1367 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005
		10B. DATED (SEE ITEM 13)  2018 FEB 01
CODE 3PSD7	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.**

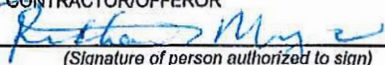
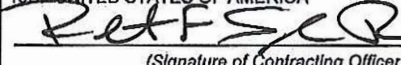
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( such as changes in paying office, appropriation date, etc. ) 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 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) Richard Murga, Contract Administrator	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED 5 Feb 2020
16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 10-FEB-20

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1. John Deere Construction Retail Sales Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 and 13 of the Schedule of Items (SOI) in Contract SPE8EC-18-D-0005 are hereby replaced by pages 3 and 4 of the subject modification to reflect the price increases for 52 models identified in the Commercial Price List.

2. All other terms and conditions remain unchanged.



## SPE8EC-18-D-0005 P00007 JOHN DEERE (CONSTRUCTION)

	Description of Item	Make / Model Number	
1	Backhoe	310L	
2	Backhoe	310SL	
3	Backhoe	410L	
4	Backhoe	710L	
5	Compact Track Loader	317G	
6	Compact Track Loader	331G	
7	Compact Track Loader	333G	
8	Compact Track Loader	325G	
9	Crawler Dozer	450K	
10	Crawler Dozer	550K	
11	Crawler Dozer	650K	
12	Crawler Dozer	700K	
13	Crawler Dozer	750K	
14	Crawler Dozer	1050K	
15	Crawler Dozer	950K	
16	Crawler Dozer	850L	
17	Crawler Loader	755K	
18	Excavator	75G	
19	Excavator	85G	
20	Excavator	130G FT4	
21	Excavator	210G LC FT4	
22	Excavator	250G LC FT4	
23	Excavator	300G LC	
24	Excavator	350G LC FT4	
25	Excavator	380G LC FT4	
26	Excavator	470G LC FT4	
27	Excavator	160G LC FT4	
28	Excavator	190GW FT4	
29	Tractor Loader	210L	
30	Excavator(Compact)	35G	
31	Excavator(Compact)	50G	
32	Excavator(Compact)	60G	
33	Excavator(Compact)	30G	
34	Motor Grader	670G	
35	Motor Grader	672G	
36	Motor Grader	770G	
37	Motor Grader	870G	
38	Motor Grader	872G	

## SPE8EC-18-D-0005 P00007 JOHN DEERE (CONSTRUCTION)

	Description of Item	Make / Model Number	
39	Motor Grader	620G	
40	Motor Grader	622G	
41	Motor Grader	772G	
42	Skid Steer Loader	312GR	
43	Skid Steer Loader	314G	
44	Skid Steer Loader	316GR	
45	Skid Steer Loader	318G	
46	Skid Steer Loader	330G	
47	Skid Steer Loader	332G	
48	Skid Steer Loader	320G	
49	Skid Steer Loader	324G	
50	Wheel Loader (Compact)	344L	
51	Wheel Loader (Compact)	244L	
52	Wheel Loader	444K	
53	Wheel Loader	644K	
54	Wheel Loader	724K	
55	Wheel Loader	524L	
56	Wheel Loader	544L	
57	Wheel Loader	624L	
58	Wheel Loader	744L	
59	Wheel Loader	844L	
60	Articulated Dump Truck	260E	
61	Articulated Dump Truck	310E	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
K

**PAGE 1 OF 3**

2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable) S1403A	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Robert F Spadaro Jr PEPAAF Tel: 215-737-8253 FAX: 215-737-3841 Email: robert.spadaro@dla.mil		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  John Deere Shared Services, Inc. DBA John Deere Construction 1515 5th Ave Ste 200 MOLINE IL 61265-1367 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005	
						10B. DATED (SEE ITEM 13) 2018 FEB 01	
CODE 3PSD7		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)
	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)		<u>Robert F Spadaro Jr.</u> (Signature of Contracting Officer)	2019 DEC 09

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1.) Revise page 5 of the basic contract, under heading "TIME OF DELIVERY - F.O.B. POINT" section B, to include both FOB Destination and FOB Origin.

Contract language is revised to state, "With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Origin or F.O.B. Destination (as specified in the RFQ) for all resulting contract delivery orders.

2.) The following two (2) clauses have been incorporated (by reference) into this basic contract to cover instances requiring F.O.B. Origin pricing.

- 52.247-29 F.o.b. Origin.
- 47.303-2 F.o.b. origin, contractor's facility.

3.) All other terms and conditions remain unchanged.

**SECTION J - LIST OF ATTACHMENTS****List of Attachments**

File Name	Description
ATTACH_ktr_signature_page	SPE8EC-18-D-0005-P00006 ktr signed.pdf

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE K PAGE 1 OF 4

2. AMENDMENT/MODIFICATION NO. P00005	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 19111-5098 USA Initiator: Shana Moore DSN 0144 Tel: DSN 312-444-2639, Email: Shana.Moore@dia.mil	CODE	SPESEC	7. ADMINISTERED BY (If other than Item 6) DCMA, CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  John Deere Shared Services, Inc. DBA John Deere Construction 1515 5th Ave Ste 200 MOLINE IL 61265-1367 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPESEC-18-D-0005
		10B. DATED (SEE ITEM 13) 2018 FEB 01

CODE: 3PSD7 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 52.218-2 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 \_\_\_\_\_ 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) Jayne Osborne, Contract Administrator	15B. CONTRACTOR/OFFEROR <i>Jayne Osborne</i> (Signature of person authorized to sign)	15C. DATE SIGNED 23 Oct 2018	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT F SPADARO JR	16B. UNITED STATES OF AMERICA <i>Robert F Spadaro Jr</i> (Signature of Contracting Officer)	16C. DATE SIGNED 24 Oct 19
--	---	---------------------------------	---	---	-------------------------------

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1. John Deere Construction Retail Sales Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 and 13 of the Schedule of Items (SOI) in Contract SPE8EC-18-D-0005 are hereby replaced by pages 3 and 4 of the subject modification to reflect the price increases for 6 models identified in the Commercial Price List and discount increase on 3 models.
2. John Deere Construction Retail Sales has requested the addition of 4 models from their current contract - Models 744L, 844L, 850L and 772G are added to the Schedule of Items.
3. John Deere Construction Retail Sales has requested the deletion of 4 models from their current contract - Models 850J, 850K, 744 KII, and 844 KIII are removed from the Schedule of Items.
4. All other terms and conditions remain unchanged.

**SPE8EC-18-D-0005 P00004 JOHN DEERE (CONSTRUCTION)**

	Description of Item	Make / Model Number
1	Backhoe	310L
2	Backhoe	310SL
3	Backhoe	410L
4	Backhoe	710L
5	Compact Track Loader	317G
6	Compact Track Loader	331G
7	Compact Track Loader	333G
8	Compact Track Loader	325G
9	Crawler Dozer	450K
10	Crawler Dozer	550K
11	Crawler Dozer	650K
12	Crawler Dozer	700K
13	Crawler Dozer	750K
14	Crawler Dozer	1050K
15	Crawler Dozer	950K
16	Crawler Dozer	850L
17	Crawler Loader	755K
18	Excavator	75G
19	Excavator	85G
20	Excavator	130G FT4
21	Excavator	210G LC FT4
22	Excavator	250G LC FT4
23	Excavator	300G LC
24	Excavator	350G LC FT4
25	Excavator	380G LC FT4
26	Excavator	470G LC FT4
27	Excavator	160G LC FT4
28	Excavator	190GW FT4
29	Tractor Loader	210L
30	Excavator(Compact)	35G
31	Excavator(Compact)	50G
32	Excavator(Compact)	60G
33	Excavator(Compact)	30G
34	Motor Grader	670G
35	Motor Grader	672G
36	Motor Grader	770G
37	Motor Grader	870G
38	Motor Grader	872G



**SPE8EC-18-D-0005 P00004 JOHN DEERE (CONSTRUCTION)**

	Description of Item	Make / Model Number										
39	Motor Grader	620G										
40	Motor Grader	622G										
41	Motor Grader	772G										
42	Skid Steer Loader	312GR										
43	Skid Steer Loader	314G										
44	Skid Steer Loader	316GR										
45	Skid Steer Loader	318G										
46	Skid Steer Loader	330G										
47	Skid Steer Loader	332G										
48	Skid Steer Loader	320G										
49	Skid Steer Loader	324G										
50	Wheel Loader (Compact)	344L										
51	Wheel Loader (Compact)	244L										
52	Wheel Loader	444K										
53	Wheel Loader	644K										
54	Wheel Loader	724K										
55	Wheel Loader	524L										
56	Wheel Loader	544L										
57	Wheel Loader	624L										
58	Wheel Loader	744L										
59	Wheel Loader	844L										
60	Articulated Dump Truck	260E										
61	Articulated Dump Truck	310E										

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE K **PAGE 1 OF 4**

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY 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 CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  John Deere Shared Services, Inc. DBA John Deere Construction 1515 5th Ave Ste 200 MOLINE IL 61265-1367 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005
		10B. DATED (SEE ITEM 13) 2018 FEB 01

CODE 3PSD7 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 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) Jayne Osborne, Contract Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melissa Rios Thomas Contracting Officer
15B. CONTRACTOR/OFFEROR Jayne Osborne (Signature of person authorized to sign)	15C. DATE SIGNED 24 Apr 2019
16B. UNITED STATES OF AMERICA Melissa Rios Thomas (Signature of Contracting Officer)	16C. DATE SIGNED 4/29/19

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1. John Deere Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 through 13 of the Schedule of Items (SOI) in Contract SPE8EC-18-D-0005 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.

3. In accordance with the Addition/Deletion of Items as referenced on page 18 of solicitation SPE8EC-17-R-0005, the following 5 Models are hereby DELETED to rom the John Deere contract:

ITEM DESCRIPTION	MODEL #
•Excavator	ZAXIS 230W-5
•Wheel Loader (Compact)2	44K II
•Wheel Loader	524K II
•Wheel Loader	544K II
•Wheel Loader	624K II

3. All other terms and conditions remain unchanged.

## SPE8EC-18-D-0005 P00004 JOHN DEERE (CONSTRUCTION)

Description of Item	Make / Model Number
Backhoe	310L
Backhoe	310SL
Backhoe	410L
Backhoe	710L
Compact Track Loader	317G
Compact Track Loader	331G
Compact Track Loader	333G
Compact Track Loader	325G
Crawler Dozer	450K
Crawler Dozer	550K
Crawler Dozer	650K
Crawler Dozer	700K
Crawler Dozer	750K
Crawler Dozer	850J
Crawler Dozer	850K
Crawler Dozer	1050K
Crawler Dozer	950K
Crawler Loader	755K
Excavator	75G
Excavator	85G
Excavator	130G FT4
Excavator	210G LC FT4
Excavator	250G LC FT4
Excavator	300G LC
Excavator	350G LC FT4
Excavator	380G LC FT4
Excavator	470G LC FT4
Excavator	160G LC FT4
Excavator	190GW FT4
Tractor Loader	210L
Excavator(Compact)	35G
Excavator(Compact)	50G
Excavator(Compact)	60G
Excavator(Compact)	30G
Motor Grader	670G
Motor Grader	672G

## SPE8EC-18-D-0005 P00004 JOHN DEERE (CONSTRUCTION)

Description of Item	Make / Model Number		
Motor Grader	770G		
Motor Grader	870G		
Motor Grader	872G		
Motor Grader	620G		
Motor Grader	622G		
Skid Steer Loader	312GR		
Skid Steer Loader	314G		
Skid Steer Loader	316GR		
Skid Steer Loader	318G		
Skid Steer Loader	330G		
Skid Steer Loader	332G		
Skid Steer Loader	320G		
Skid Steer Loader	324G		
Wheel Loader (Compact)	344L		
Wheel Loader (Compact)	244L		
Wheel Loader	444K		
Wheel Loader	644K		
Wheel Loader	724K		
Wheel Loader	744K II		
Wheel Loader	844K III		
Wheel Loader	524L		
Wheel Loader	544L		
Wheel Loader	624L		
Articulated Dump Truck	260E		
Articulated Dump Truck	310E		



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE K PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. P00003 3. EFFECTIVE DATE See Blk. 16C 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 S1403A  
 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  
 DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.  
 John Deere Shared Services, Inc. DBA John Deere Construction 1515 5th Ave Ste 200 Moline IL 61265-1367 USA  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0005 (X)  
 10B. DATED (SEE ITEM 13) 2018 FEB 01  
 CODE 3PSD7 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 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

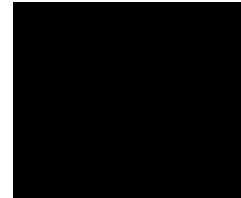
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jayne M. Osborne Contract Administrator  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melissa Rios Thomas Contracting Officer  
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) [Signature]  
 15C. DATE SIGNED 28 Mar 2019  
 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) [Signature]  
 16C. DATE SIGNED 4/1/19

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1. John Deere Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 through 13 of the Schedule of Items (SOI) in Contract SPE8EC-18-D-0005 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.
3. In accordance with the Addition/Deletion of Items as referenced on page 18 of solicitation SPE8EC-17-R-0005, the following 4 Models are hereby ADDED to rom the John Deere contract:

ITEM DESCRIPTION	MODEL #
• Wheel Loader	524L
• Wheel Loader	544L
• Wheel Loader	624L
• Compact Wheel Loader	244L



4. All other terms and conditions remain unchanged.

## SPE8EC-18-D-0005 P00003 JOHN DEERE (CONSTRUCTION)

Description of Item	Make / Model Number	
Backhoe	310L	
Backhoe	310SL	
Backhoe	410L	
Backhoe	710L	
Compact Track Loader	317G	
Compact Track Loader	331G	
Compact Track Loader	333G	
Compact Track Loader	325G	
Crawler Dozer	450K	
Crawler Dozer	550K	
Crawler Dozer	650K	
Crawler Dozer	700K	
Crawler Dozer	750K	
Crawler Dozer	850J	
Crawler Dozer	850K	
Crawler Dozer	1050K	
Crawler Dozer	950K	
Crawler Loader	755K	
Excavator	75G	
Excavator	85G	
Excavator	130G FT4	
Excavator	210G LC FT4	
Excavator	250G LC FT4	
Excavator	300G LC	
Excavator	350G LC FT4	
Excavator	380G LC FT4	
Excavator	470G LC FT4	
Excavator	160G LC FT4	
Excavator	190GW FT4	
Excavator	ZAXIS 230W-5	
Tractor Loader	210L	
Excavator(Compact)	35G	
Excavator(Compact)	50G	
Excavator(Compact)	60G	
Excavator(Compact)	30G	
Motor Grader	670G	
Motor Grader	672G	



## SPE8EC-18-D-0005 P00003 JOHN DEERE (CONSTRUCTION)

Description of Item	Make / Model Number	
Motor Grader	770G	
Motor Grader	870G	
Motor Grader	872G	
Motor Grader	620G	
Motor Grader	622G	
Skid Steer Loader	312GR	
Skid Steer Loader	314G	
Skid Steer Loader	316GR	
Skid Steer Loader	318G	
Skid Steer Loader	330G	
Skid Steer Loader	332G	
Skid Steer Loader	320G	
Skid Steer Loader	324G	
Wheel Loader (Compact)	244K II	
Wheel Loader (Compact)	344L	
Wheel Loader (Compact)	244L	
Wheel Loader	444K	
Wheel Loader	524K II	
Wheel Loader	544K II	
Wheel Loader	624K II	
Wheel Loader	644K	
Wheel Loader	724K	
Wheel Loader	744K II	
Wheel Loader	844K III	
Wheel Loader	524L	
Wheel Loader	544L	
Wheel Loader	624L	
Articulated Dump Truck	260E	
Articulated Dump Truck	310E	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE K PAGE 1 OF 4

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Bk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (if applicable)
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 709 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Robert F Spadaro Jr PEPCAAF Tel: 215-737-0981 FAX: 215-737-3941 Email: robert.spadaro@dlm.mil	CODE	SPESEC	7. ADMINISTERED BY (if other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  John Deere Shared Services, Inc. DBA John Deere Construction 1515 5th Ave Ste 200 MOLINE IL 61265-1367 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPESEC-18-D-0005
		10B. DATED (SEE ITEM 13) 2018 FEB 01

CODE 3PSD7 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 9 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 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) Jayne Osborne, Contract Administrator	15B. CONTRACTOR/OFFEROR John Deere Shared Services, Inc.	15C. DATE SIGNED 18 July 2018	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F Spadaro, Jr	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 7/18/18
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NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

SPE8EC-18-D-0005 / P00001

Contract SPE8EC-18-D-0005 is hereby modified as follows:

1. John Deere Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 through 13 of the Schedule of Items (SOI) in Contract SPE8EC-18-D-0005 is hereby replaced by pages 3 through 4 of the subject modification to reflect the price decreases for 4 models and price increases for 12 of the 55 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-0005, the following Model (11 Models) numbers are hereby ADDED/UPDATED to the John Deere contract:
  1. *Compact Track Loader - 325G*
  2. *Skid Steer Loader - 320G*
  3. *Skid Steer Loader - 324G*
  4. *Compact Wheel Loader - 344L*
  5. *Compact Excavator - 30G*
  6. *Crawler dozer - 950K*
  7. *Excavator - 160G LC FT4*
  8. *Excavator - 190GW FT4*
  9. *Excavator - ZAXIS 230W-5*
  10. *Motor Grader - 620G*
  11. *Motor Grader - 622G*
3. In accordance with the Addition/Deletion of Items as referenced on page 18 of solicitation SPE8EC-17-R-0005, the following Model (4 Models) numbers are hereby DELETED from the John Deere contract:
  1. *Compact Track Loader - 323E*
  2. *Skid Steer Loader - 320E*
  3. *Skid Steer Loader - 324E*
  4. *Wheel Loader - 344K*
4. All other terms and conditions remain unchanged.

## SPE8EC-18-D-0005 P00001 JOHN DEERE (CONSTRUCTION)

Description of Item	Make / Model Number
Backhoe	310L
Backhoe	310SL
Backhoe	410L
Backhoe	710L
Compact Track Loader	317G
Compact Track Loader	331G
Compact Track Loader	333G
Compact Track Loader	325G
Crawler Dozer	450K
Crawler Dozer	550K
Crawler Dozer	650K
Crawler Dozer	700K
Crawler Dozer	750K
Crawler Dozer	850J
Crawler Dozer	850K
Crawler Dozer	1050K
Crawler Dozer	950K
Crawler Loader	755K
Excavator	75G
Excavator	85G
Excavator	130G FT4
Excavator	210G LC FT4
Excavator	250G LC FT4
Excavator	300G LC
Excavator	350G LC FT4
Excavator	380G LC FT4
Excavator	470G LC FT4
Excavator	160G LC FT4
Excavator	190GW FT4
Excavator	ZAXIS 230W-5
Tractor Loader	210L
Excavator(Compact)	35G
Excavator(Compact)	50G
Excavator(Compact)	60G
Excavator(Compact)	30G
Motor Grader	670G

## SPE8EC-18-D-0005 P00001 JOHN DEERE (CONSTRUCTION)

Description of Item	Make / Model Number
Motor Grader	672G
Motor Grader	770G
Motor Grader	870G
Motor Grader	872G
Motor Grader	620G
Motor Grader	622G
Skid Steer Loader	312GR
Skid Steer Loader	314G
Skid Steer Loader	316GR
Skid Steer Loader	318G
Skid Steer Loader	330G
Skid Steer Loader	332G
Skid Steer Loader	320G
Skid Steer Loader	324G
Wheel Loader (Compact)	244K II
Wheel Loader (Compact)	344L
Wheel Loader	444K
Wheel Loader	524K II
Wheel Loader	544K II
Wheel Loader	624K II
Wheel Loader	644K
Wheel Loader	724K
Wheel Loader	744K II
Wheel Loader	844K III
Articulated Dump Truck	260E
Articulated Dump Truck	310E

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000054198	PAGE 1 OF 1 of 13
2. CONTRACT NO. SPE8EC-18-D-0005	3. AWARD/EFFECTIVE DATE 2/1/2018	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE8EC-17-R-0005	6. SOLICITATION ISSUE DATE 04/05/2018	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Robert F Spadaro Jr	b. TELEPHONE NUMBER (No collect calls) (215)737-8253	8. OFFER DUE DATE/ LOCAL TIME 05/05/2018		
9. ISSUED BY DLA Troop Support Construction & Equipment (HEPP) 700 Robbins Avenue Philadelphia, PA 19111-5096 Email: Robert.Spadaro@dla.mil	CODE SPE8EC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333924 EDWOSB 750	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS [REDACTED]	<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING To Be Shown on Each Order		
15. DELIVER TO To Be Shown On Each Order	CODE	16. ADMINISTERED BY DCMA CHICAGO 54 M Avenue Suite 9 New Cumberland, PA 17070-5012		CODE S4201A	
17a. CONTRACTOR/OFFEROR John Deere Shared Services, Inc. 1515 5th Ave. Moline, IL 61265 TELEPHONE NO. (309)765-1996	CODE 3PSD7	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P.O. Box 182317 Columbus, OH 43218-2317		CODE SL4701
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Pages 12-13  (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA To Be Shown On Each Order			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$390,343,554.00 (ESTIMATED)		
<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. John Deere OFFER DATED 12/15/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Keith P. Menke Gov Business Mgr	30c. DATE SIGNED 01/30/18	31b. NAME OF CONTRACTING OFFICER (Type or print) Robert F. Spadaro Jr.		31c. DATE SIGNED 2/1/2018	

**John Deere Shared Services, Inc. (John Deere)****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 and Amendment 0001. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Construction Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP 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. FAR 52.216-2 Economic Price Adjustment – Standard Supplies (Jan 1997), which was completed by John Deere and returned to DLA Troop Support on October 31, 2017 is hereby incorporated into the contract.

c. DFARS 252.247-7022, Representation of Extent of Transportation of Supplies by Sea (Aug 1992), which was completed (“does anticipate”) by John Deere and returned to DLA Troop Support on October 31, 2017 is hereby incorporated into the contract.

d. John Deere's Commercial Subcontracting Plan, which was approved by a Contracting Officer from the General Services Administration, is valid through October 31, 2018 and is acceptable to DLA Troop Support.

e. The product base list unit prices set forth in the contractor's proposal dated June 22, 2017, and the final proposal discounts dated November 28, 2017, are applicable to the items specified in this contract and are shown on pages 12-13 of this contract.

The proposed product base list unit prices are from John Deere's [REDACTED].

The negotiated discounts on pages 12-13 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.

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

**i. 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 8 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 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 June 22, 2017, and the final proposal discounts dated November 28, 2017, are applicable to the items specified in this contract and are shown on pages 12-13 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]

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



**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 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000)  
**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 12-16 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>
Backhoes, Skid Steers, Dozers, Crawler Loader, Compact Track Loaders	[REDACTED]
Motor Graders, Loaders (Wheeled/Tracked), Compact Excavators Articulated Dump Trucks	[REDACTED]
Excavators	[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>
Backhoes, Skid Steers, Dozers, Crawler Loader, Compact Track Loaders	[REDACTED]	DCMA Twin Cities (S2401A)

Motor Graders,  
Loaders (Wheel/Tracked),  
Compact Excavators  
Articulated Dump Truck

[REDACTED]

DCMA Twin Cities (S2401A)

Excavators

[REDACTED]

DCMA Hampton (S5111A)

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
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(3) At destination

(d) Place of Acceptance:

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

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

(3) At destination by the receiving authority.

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

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

(2) As shown below:

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

"The "Note" referenced on page 14 of the original solicitation (under the ADDENDUM TO FAR 52.212-4), is revised from: "FAR 52.246-2, Inspection of Supplies – Fixed Price (AUG 1996) is hereby included in this solicitation and resulting contract and takes precedence over FAR 52.212-4(a)," to: "Inspection/Acceptance shall be in accordance with FAR 52.246-2, Inspection of Supplies – Fixed Price (AUG 1996) or FAR 52.212-4 Contract Terms and conditions –Commercial Items (JAN 2017) paragraph (a) Inspection/Acceptance." The applicable clause will be determined by the Contracting Officer upon the issuance of each delivery order. In the absence of either clause, FAR 52.246-2, Inspection of Supplies – Fixed Price (AUG 1996) applies."

[REDACTED]

**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.)
- (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)).
  - 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 (NOV 2011) (15 U.S.C. 657f).
  - X (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)).
  - X (25) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
  - X (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
  - X (27) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
  - X (28) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
  - X (29) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
  - X (30) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
  - X (31) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
  - X (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
  - X (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).
  - 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.

- (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).
- (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)).
- (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 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).




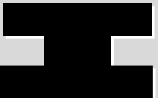
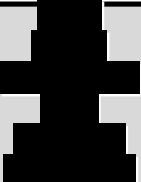






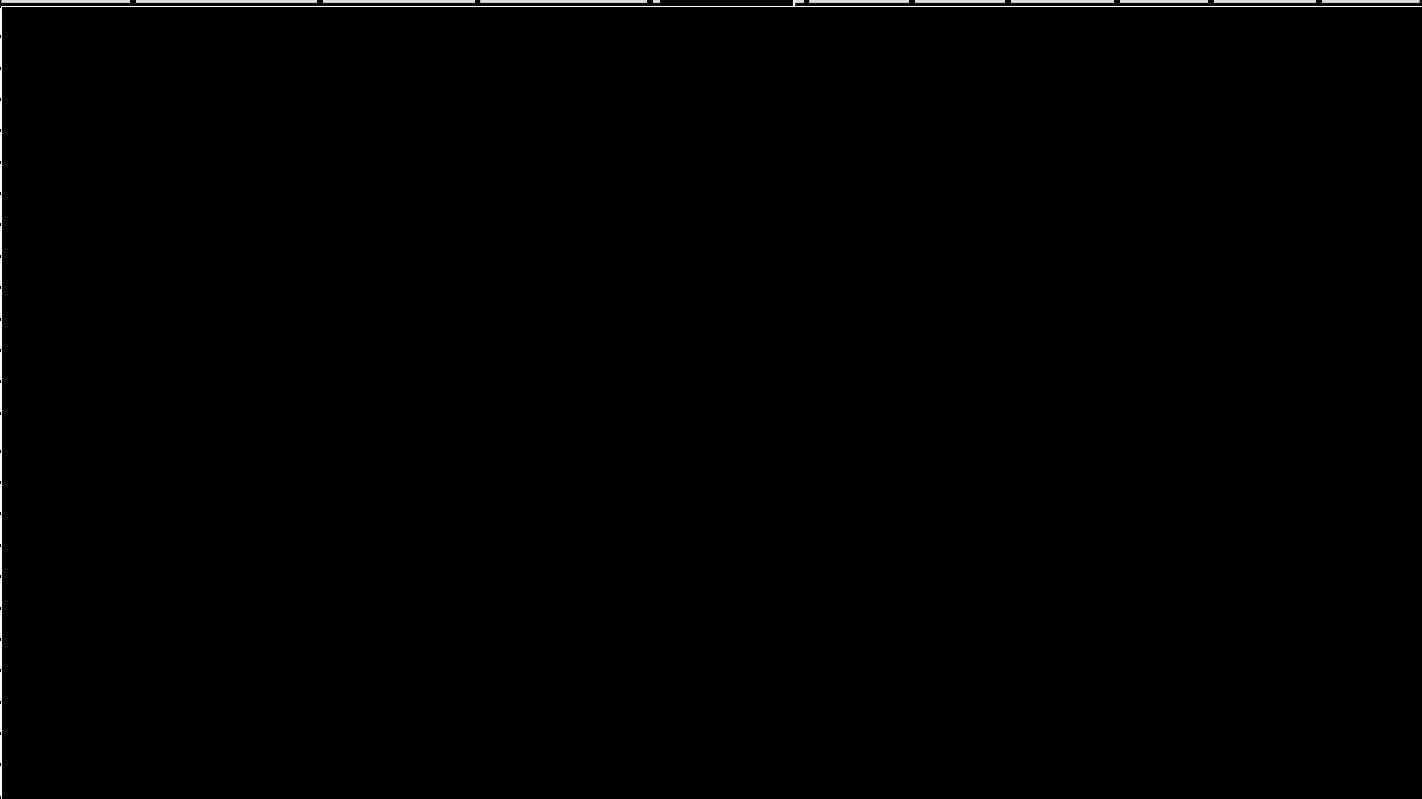
(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(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.





Description of Item	Make / Model Number											
Motor Grader	670G											
Motor Grader	672G											
Motor Grader	770G											
Motor Grader	870G											
Motor Grader	872G											
Skid Steer Loader	312GR											
Skid Steer Loader	314G											
Skid Steer Loader	316GR											
Skid Steer Loader	318G											
Skid Steer Loader	320E											
Skid Steer Loader	324E											
Skid Steer Loader	330G											
Skid Steer Loader	332G											
Wheel Loader (Compact)	244K II											
Wheel Loader	344K											
Wheel Loader	444K											
Wheel Loader	524K II											
Wheel Loader	544K II											
Wheel Loader	624K II											
Wheel Loader	644K											
Wheel Loader	724K											
Wheel Loader	744K II											
Wheel Loader	844K III											
Articulated Dump Truck	260E											
Articulated Dump Truck	310E											