AMEN	IDMENT OF SOLICITATION	MODIFICATION C	F CONTRACT	1.	CONTRACT ID CC K	DDE	PAGE 1 OF 3
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PUR See Block 14	CHAS	E REQ. NO.	5. PROJECT	Γ NO. (If applicable)
6. ISSUED BY	/ CODE	SPE8EC	7. ADMINISTERED BY (If o	ther tha	n Item 6)	CODE	S4201A
700 ROBBINS PHILADELPHIA USA Initiator: Cheric	ON & EQUIPMENT (HEPP) AVENUE A PA 19111-5096		DCMA NEW CUMBE 54 M AVE STE 9 NEW CUMBERLANI USA			·	
8. NAME AND	ADDRESS OF CONTRACTOR (No., street, o	county, State and ZIP Code)		(X)	9A. AMENDMEN	T OF SOLICITA	ATION NO.
AMERICA, LI 312 VOLVO				X	9B. DATED (SEE 10A. MODIFICAT SPEREC-1: 10B. DATED (SE	TION OF CONT 8-D-0010 E ITEM 13)	RACT/ORDER NO.
CODE 1X0J	7 FAC	CILITY CODE				2018 FEB 2	25
	11. THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF SC	LICI	TATIONS		
Offers must ack (a) By completing or (c) By separa PLACE DESIGN amendment you	enumbered solicitation is amended as set forth in knowledge receipt of this amendment prior to the gltems 8 and 15, and returning at letter or telegram which includes a reference NATED FOR THE RECEIPT OF OFFERS PRIOU desire to change an offer already submitted, sud is received prior to the opening hour and date	ne hour and date specified in the copies of the amendment; to the solicitation and amendm R TO THE HOUR AND DATE uch change may be made by the change may be made and the change may be made by the change may be made by the chan	ne solicitation or as amende (b) By acknowledging rece tent numbers. FAILURE OF SPECIFIED MAY RESULT	ipt of the YOUR N REJ	his amendment on e ACKNOWLEDGME ECTION OF YOUR	methods: each copy of the ENT TO BE RECOUNTY OFFER. If by v	CEIVED AT THE irtue of this
12. ACCOUN	ITING AND APPROPRIATION DATA (If requir	red)					
		APPLIES ONLY TO MC S THE CONTRACT/OF				RS,	
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURS IN ITEM 10A.	SUANT TO: (Specify authority) THE CHANGES SET FOI	RTH IN	NITEM 14 ARE MA	DE IN THE CC	NTRACT ORDER NO.
	B. THE ABOVE NUMBERED CONTRACT/ORE date, etc.) SET FORTH IN ITEM 14, PURSUA	NT TO THE AUTHORITY OF F	AR 43.103 (b).	HANGE	S(such as changes	s in paying office	, appropriation
Χ	C. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.212-4(c) and language within the		T TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and	authority)					
		is required to sign this o				es to the issu	uing office.
See Con	rided herein, all terms and conditions of the do			iged, r	emains unchanged	and in full force	
			Robert Singley				
15B. CONTRA	CTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF Robert Single		RICA		16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EC-18-D-0010 / P00005	PAGE 2 OF 3 PAGES						
Contract SPEREC-18-D-0010 P0	0005 is hereby modified as follows:							
00000000 012020 10 0 0010 10	2000 10 101027							
1. In accordance with FAR 52.216-2, Economic Price Adjustment-Standard Supplies (Jan 1997), Volvo Construction, Inc.'s effective price list with Model Pricing and Discounts for 2022 models are hereby replaced by pages 3 thru 4 of subject modification to reflect Volvo Construction, Inc.'s current base list prices for Model year vehicles.								
models are deleted, and 11 c	dition/Deletion language in 52.216-2, 17 models of Volvo Construrrent 2022 models are added to the subject contract. Eight moden not change the form, fit, or function of the models.	ruction, Inc.'s prior year dels are updated with						
3. All other terms and condi	tions remain unchanged.							

CONTINUED ON NEXT PAGE

SPE8EC-18-D-0010 P000_____

Description of Item	Model
	Number
Articulated Hauler	A25
Articulated Hauler	A30
Articulated Hauler	A35
Articulated Hauler	A33 A40
Articulated Hauler	A40 A45
Articulated Hauler	A60
	CR30
Asphalt Compactor Asphalt Compactor	CR35
·	DD15
Asphalt Compactor	DD13
Asphalt Compactor	DD23
Asphalt Compactor	DD30
Asphalt Compactor Asphalt Compactor	DD33
Asphalt Compactor Asphalt Compactor	DD103
Asphalt Compactor Asphalt Compactor	DD110
Asphalt Compactor Asphalt Compactor	DD120
Asphalt Compactor	PT125
Compact Tracked Excavator	EC20
Compact Tracked Excavator Compact Tracked Excavator	ECR25
Compact Tracked Excavator Compact Tracked Excavator	EC27
Compact Tracked Excavator	EC35
Compact Tracked Excavator	ECR40
Compact Tracked Excavator	ECR58
Compact Tracked Excavator	EC60
Compact Tracked Excavator	ECR88
Compact Wheel Loader	L20
Compact Wheel Loader	L25
Compact Wheel Loader	L30
Compact Wheel Loader	L35
Compact Wheel Loader	L45
Compact Wheel Loader	L50
Compact Wheeled Excavator	EW60
Crawler Excavator	EC140
Crawler Excavator	EC160
Crawler Excavator	EC220
Crawler Excavator	EC250
Crawler Excavator	EC300
Crawler Excavator	EC350
Crawler Excavator	EC380
Crawler Excavator	EC480
Crawler Excavator	EC750
Crawler Excavator	EC200
Crawler Excavator	EC950
High Reach Demolition Crawler Excavators	EC380
High Reach Demolition Crawler Excavators	EC480
Landfill Compactor	LC450
Long Reach Crawler Excavator	EC220
	EC250

	Description of Item	Model
		Number
49	Long Reach Crawler Excavator	EC300
50	Long Reach Crawler Excavator	EC380
51	Long Reach Crawler Excavator	EC480
52	Pipelayer	PL3005
53	Pipelayer	PL4809
54	Short Radius Excavator	ECR145
55	Short Radius Excavator	ECR235
56	Short Radius Excavator	ECR355
57	Soil Compactor - Single Drum	SD45
58	Soil Compactor - Single Drum	SD75
59	Soil Compactor - Single Drum	SD115
60	Wheel Loader	L60
61	Wheel Loader	L70
62	Wheel Loader	L90
63	Wheel Loader	L110
64	Wheel Loader	L120
65	Wheel Loader	L150
66	Wheel Loader	L180
67	Wheel Loader	L220
68	Wheel Loader	L260
69	Wheel Loader	L350
70	Wheeled Excavator	EW160
71	Wheeled Excavator	EW180
72	Wheeled Excavator	EW240
73	Wheeled Excavator	EWR150
74	Wheeled Excavator	EWR170
75	Wheeled Excavator	EW220

		ACT/ORDER FO TE BLOCKS 12				1. REQUIS	ition NO 54198		PAG	1 of 14
2. CONTRACT N		3. AWARD/EFFECTI		RDER NUM		5. SOLICIT			6. S	OLICITATION ISSUE
		DATE /		152/1/10()	10411				D.	ATE
SPE8EC-18	3-D-0010	7 7	⊃1 8					'-R-0005		4/05/2017
7. FOR SOL	ICITATION L	a. NAME				b. TELEPH calls)	IONE NU	MBER (No collect		FFER DUE DATE/ DCAL TIME
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	<u> </u>	Robert Spada					737-82			
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•	ert.Spadaro@dl				VETERAN-O SMALL BUS		8 (A)		75	LE STANDARD:
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OFFEROR		CODE			1					
		ent North Ameri	ica, LLC		DEF FIN A	ND ACCOL	JNTIN	G SVC		
DBA V 0					BSM P.O. Box 18	22247				
	ray rg, PA 17257-9:	209			Columbus,		-2317			
	. (717) 532-918			•	Columbus,	011 402 10	2011			
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19. ITEM NO.		SCHEDULE OF SU		RVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE		24. Amount
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	See Pages 13	3-14								
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Stan	Mario	Mqac	\mathcal{O}	(1/2	$\star \sim$	\leq	\leq		<i>)</i>
30b. NAME AND	TITLE OF SIGNER (7		30c. DATE	SIGNED	31b. NAME OF CO	ONTRACTING	OFFICE	R (Type or print)	- 7	B1c. DATE SIGNED
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Stephanie M	cCall									-6-1-
•	cCall vernment Sales	& Marketing	2/23/:	2018	Robert Space	aro Jr				2/26/18

Volvo Construction Equipment North America, LLC

1) CONTRACT AWARD

a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Requests for Proposals (RFPs) SPE8EC-17-R-0005 and Amendment 0001. It is an Indefinite Delivery/Requirements Contract under which the Volvo Construction Equipment North America 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 Volvo Construction Equipment and returned to DLA Troop Support on November 9, 2017 is hereby incorporated into the contract.
- d. Volvo's Commercial Subcontracting Plan, which was approved by the Contracting Officer, is valid through September 30, 2018 and is acceptable to DLA Troop Support.
- e. Volvo's Commercial Warranty was determined to be acceptable and the following statement is incorporated into the resultant contract: "The express warranty applies only to the extent prohibited by law or regulation."
- f. The product base list unit prices set forth in the contractor's proposal dated May 5, 2017, and the final proposal discounts dated January 25, 2018, are applicable to the items specified in this contract and are shown on pages 13 and 14 of this contract.

The proposed product base list unit prices are from Volvo Construction Equipment Commercial Price List.

The negotiated discounts on pages 13 and 14 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.

g. 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.

<u>Note:</u> FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 9 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 May 5, 2017, and the final proposal discounts dated January 25, 2018, are applicable to the items specified in this contract and are shown on pages 13 and 14 of this contract.
- (b) Additions to the above item. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract items shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

5) PAYMENT

- a. Terms: Payment terms are
- b. Prompt Payment Procedures apply.
- c. Remittance Address:



6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) New Cumberland, PA (S4201A).

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

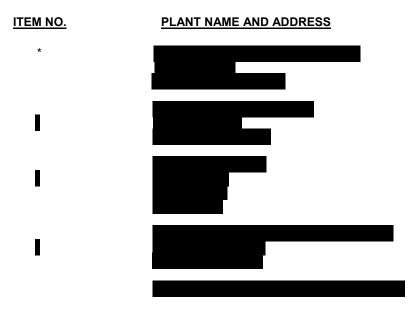
(b) F.O.B. Point

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

[x](1) Items will be manufactured at the following locations:





- (2) Items will be furnished from stock. Manufacturer (not dealer) is as follows:
- (b) Place of Packaging, Packing and Marking:
 - [x] (1) Same as shown in a(1) above.
 - [] (2) As shown below:

MANUFACTURING FACILITY PLACE OF PACKAGING, PACKING AND MARKING

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





* The Place of Performance, Government Inspection and Acceptance for all items will be determined upon the issuance of each delivery order. DCMA New Cumberland will delegate authority to the appropriate DCMA office for inspection and acceptance.

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

ITEM NO. PLANT NAME AND ADDRESS GOVERNMENT INSPECTION OFFICE [] (3) At destination (d) Place of Acceptance: [X] (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), which is incorporated by reference into the basic contract, 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.



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:
 - X (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). X (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.) X (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.); X (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). X (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
 - X (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637 (d)(2) and (3)).
 - X (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
 - Χ (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.
 - X (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (JAN 1999)

(4-1100000000000000000000000000000000000
(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 ndefinitely 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.
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ndefinitely as of the date of the order. The enjoined paragraph will become effective immediately if he court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in he Federal Register advising the public of the termination of the injunction. X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016). (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). (40)(i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514) (ii) Alternate I (Oct 2015) of 52.223-13. (41)(i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-14. (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). (43)(i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
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	(49)(i) 52.225 - (41 U.S.C 3805 note 108-302, (ii) Alterna	Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83). 3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) c. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. e, 19-U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). ate I (May 2014) of 52.225-3. ate II (May 2014) of 52.225-3.
		ate 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	
<u> X</u>	proclama	3, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, tions, and statutes administered by the Office of Foreign Assets Control
		partment of the Treasury).
	States (O	6, Contractors Performing Private Security Functions Outside the United ct 2016) (Section 862, as amended, of the National Defense
		tion Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
	, (53) 52.226-4 , U.S.C. 51	Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 50).
	(54) 52.226-5 ,	Restrictions on Subcontracting Outside Disaster or Emergency Area 7) (42 U.S.C. 5150).
	(55) 52.232-2 9	9, Terms for Financing of Purchases of Commercial Items (Feb 2002)
		c. 4505), 10 U.S.C. 2307(f)). 0 , Installment Payments for Commercial Items (JAN 2017) (41 U.S.C.
		U.S.C. 2307(f)).
¥		3, Payment by Electronic Funds Transfer— System for Award
^	• ' '	nent (Jul 2013) (31 U.S.C. 3332).
		4, Payment by Electronic Funds Transfer—Other Than System for
		anagement (Jul 2013) (31 U.S.C. 3332).
		6 , Payment by Third Party (May 2014) (31 U.S.C. 3332).
		Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
		Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C.
	637(d) (12	
		64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb
		U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
		te I (Apr 2003) of 52.247-64.
com	nmercial service tract by referen	shall comply with the FAR clauses in this paragraph (c), applicable to es, that the Contracting Officer has indicated as being incorporated in this ace to implement provisions of law or executive orders applicable to acquisitions
of co	ommercial item	ns:
		[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.).
		Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
		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 ServicesRequirements (May 2014) (41 U.S.C. chapter
	(O) FO OCC - -	67).
		Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
		Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).
		Promoting Excess Food Donation to Nonprofit Organizations. (May 2014)
		(42 U.S.C. 1792).
	(11) 32.23/-1 1	1, 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.

VOLVO CONSTRUCTION EQUIPMENT

3FL0LC-10-		VOLVO CONSTRUCTION EQUIPMENT
Description of Item	Model Number	
Articulated Hauler	A25	
Articulated Hauler	A30	
Articulated Hauler	A35	
Articulated Hauler	A40	
Articulated Hauler	A45	
Articulated Hauler	A60	
Wheel Loader	L60	
Wheel Loader	L70	
Wheel Loader	L90	
Wheel Loader	L110	
Wheel Loader	L120	
Wheel Loader	L150	
Wheel Loader	L180	
Wheel Loader	L220	
Wheel Loader	L260	
Wheel Loader	L350	
Compact Wheel Loader	L20	
Compact Wheel Loader	L25	
Compact Wheel Loader	L30	
Compact Wheel Loader	L35 L45	
Compact Wheel Loader Compact Wheel Loader	L45 L50	
Skidsteer Loader - Wheeled	MC70	
Skidsteer Loader - Wheeled	MC85	
Skidsteer Loader - Wheeled	MC105	
Skidsteer Loader - Wheeled	MC110	
Skidsteer Loader - Wheeled	MC115	
Skidsteer Loader - Wheeled	MC135	
Skidsteer Loader - Tracked	MCT85	
Skidsteer Loader - Tracked	MCT110	
Skidsteer Loader - Tracked	MCT125	
Skidsteer Loader - Tracked	MCT135	
Wheeled Excavator	EW160	
Wheeled Excavator	EW180	
Wheeled Excavator	EW210	
Crawler Excavator	EC140	
Crawler Excavator	EC160	
Crawler Excavator	EC220	
Crawler Excavator	EC250	
Crawler Excavator	EC300	
Crawler Excavator	EC350	

Description of Item	Model Number
Crawler Excavator	EC380
Crawler Excavator	EC480
Crawler Excavator	EC750
Long Reach Crawler Excavator	EC220
Long Reach Crawler Excavator	EC250
Long Reach Crawler Excavator	EC300
Long Reach Crawler Excavator	EC380
Long Reach Crawler Excavator	EC480
High Reach Demolition Crawler Excavators	EC380
High Reach Demolition Crawler Excavators	EC480
Short Radius Excavator	ECR145
Short Radius Excavator	ECR235
Short Radius Excavator	ECR305
Pipelayer	PL3005
Pipelayer	PL4809
Compact Tracked Excavator	EC20
Compact Tracked Excavator	ECR25
Compact Tracked Excavator	EC27
Compact Tracked Excavator	EC35
Compact Tracked Excavator	ECR40
Compact Tracked Excavator	ECR58
Compact Tracked Excavator	EC60
Compact Tracked Excavator	ECR88
Compact Wheeled Excavator	EW60
Highway Class Paver - Tracked	PF4410
Highway Class Paver - Tracked Highway Class Paver - Tracked	P7110
Highway Class Paver - Wheeled	P7170
Highway Class Paver - ABG Tracked	P7820
Highway Class Paver - ABG Tracked	P8820
Small Asphalt Compactor	DD15
Small Asphalt Compactor	DD25
Small Asphalt Compactor	DD30
Small Asphalt Compactor	DD35
Large Asphalt Compactor - Double Drum	DD105
Large Asphalt Compactor - Double Drum	DD110
Large Asphalt Compactor - Double Drum	DD120
Large Asphalt Compactor - Double Drum	DD140
Large Asphalt Compactor - Pneumatic Tired	PT125
Small Soil Compactor - Single Drum	SD45
Large Soil Compactor - Single Drum	SD75
Large Soil Compactor - Single Drum	SD115