

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Blk. 16C SPE8EC	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (if applicable) S2401A
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6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Robert F Spadaro Jr PEPAAAF Tel: 215-737-0681 FAX: 215-737-3841 Email: robert.spadaro@dla.mil	7. ADMINISTERED BY (if other than Item 6) DCMA TWIN CITIES 5600 AMERICAN BLVD W. SUITE 600 BLOOMINGTON MN 55437 USA
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLARIS SALES INC. 2100 HWY 55 HAMEL MN 55340-9770 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-16-D-0016
		10B. DATED (SEE ITEM 13) 2018 MAY 03

CODE 3FP69 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) Michael J. Conrab Manager, Programs & Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT F SPADARO, JR.
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/12/2018
16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/12/18

Subject contract is hereby modified as follows:

1. In accordance with the Addition/Deletion of Items as referenced on page 18 of the solicitation, the following model is hereby ADDED to the Polaris' contract:

MRZR2, Desert Tan: Model # M15VTE90ME (ADDED AS ITEM #33 ON SCHEDULE)

** Additional data for each Model number will be shown on the Schedule of Supplies attachment**

Delivery schedule for new model is 60 days ARO

The Place of Performance, Government Inspection and Acceptance for this item 138 will be determined upon the issuance of each delivery order.

2. The updated Schedule of Supplies (attached) hereby replaces the original Schedule issued under the basic contract.

3. All other terms and conditions remain the same

SPE8EC-18-D-0016 Polaris Sales

Item #	Description of Item	Make / Model Number
1	ACE 500 Indy Red	A18DAA50B7
2	ACE 570 EPS White Lightning	A18DAE57B2
3	ACE 900 XC Velocity Blue	A18DCE87BB
4	Sportsman 6x6 Big Boss 570 EPS Sage Green	A18S6E57B1
5	Sportsman Touring 570 Indy Red	A18SDA57B7
6	Sportsman Touring 570 EPS Velocity Blue	A18SDE57B5
7	Sportsman 450 HO Sage Green	A18SEA50B1
8	Sportsman 450 HO Velocity Blue	A18SEA50B5
9	Sportsman 570 Sage Green	A18SEA57B1
10	Sportsman 570 Indy Red	A18SEA57B7
11	Sportsman 450 HO EPS Velocity Blue	A18SEE50B5
12	Sportsman 570 EPS Sage Green	A18SEE57B1
13	Sportsman 570 EPS Indy Red	A18SEE57B7
14	Sportsman 570 SP Radar Blue	A18SHE57BB
15	Sportsman 570 SP Sunset Red	A18SHE57BS
16	Sportsman Touring 570 SP Silver Pearl	A18SJE57BU
17	Sportsman X2 570 EPS Sage Green	A18SWE57B1
18	Sportsman 850 Sage Green	A18SXA85B1
19	Sportsman 850 Indy Red	A18SXA85B7
20	Sportsman 850 SP Titanium Matte Metallic	A18SXE85BM
21	Sportsman 850 SP Sunset Red	A18SXE85BS
22	Sportsman XP 1000 Havasu Red Pearl	A18SXE95BR
23	Sportsman Touring 850 SP Radar Blue	A18SYE85BB
24	Sportsman Touring XP 1000 Silver Pearl	A18SYE95BU
25	GEM e2	L18G2AGALA
26	GEM e4	L18G4AGALA
27	GEM e6	L18G6AGALA
28	GEM eL XD	L18G2DGALA
29	GEM eM 1400 LSV	L18U2NAFLA
30	DAGOR	M15AAED2MA
31	DAGOR A1	MBADAED2MA
32	MV850 4x4, Desert Tan	M16SZE85MD
33	MRZR2, Desert Tan	M15VTE90ME
34	MRZR4, Desert Tan	M16VXE90ME
35	MRZR-D 2, Desert Tan	M17VDED1MA
36	MRZR-D 4, Desert Tan	M17VFED1MA
37	MRZR-D 2, Desert Tan (MY18)	MBBVDED1MA
38	MRZR-D 4, Desert Tan (MY18)	MBBVFED1MA
39	RANGER 570 Full-Size Sage Green - 49 State	R18RCA57A1
40	RANGER 570 Full-Size Sage Green - CA	R18RCA57B1
41	RANGER 570 Full-Size Solar Red - 49 State	R18RCA57A4
42	RANGER 570 Full-Size Solar Red - CA	R18RCA57B4
43	RANGER Crew 570-6 Sage Green - 49 State	R18RDA57A1
44	RANGER Crew 570-6 Sage Green - CA	R18RDA57B1
45	GENERAL 1000 EPS Base, Indy Red	R18RGE99B7
46	GENERAL 1000 EPS Premium, Radar Blue	R18RGE99BB

Item #	Description of Item	Make / Model Number
47	GENERAL 1000 EPS Deluxe, Titanium Metallic	R18RGE99BM
48	GENERAL 4 1000 EPS, Black Pearl	R18RHE99BK
49	RANGER 500 Sage Green	R18RMA50B1
50	RANGER 500 Solar Red	R18RMA50B4
51	RANGER 570 Sage Green	R18RMA57B1
52	RANGER EV Avalanche Gray	R18RMAE4G8
53	RANGER EV Li-Ion Polaris Pursuit Camo	R18RMAL4G9
54	RANGER 570 EPS Navy Blue Metallic	R18RME57BV
55	RANGER Crew 570-4 Sage Green	R18RNA57B1
56	RANGER Crew 570-4 EPS Navy Blue Metallic	R18RNE57BV
57	RANGER XP 1000 EPS Sage Green - 49 State	R18RRE99A1
58	RANGER XP 1000 EPS Sage Green - CA	R18RRE99B1
59	RANGER XP 1000 EPS Matte Titanium Metallic - 49 State	R18RRE99AM
60	RANGER XP 1000 EPS Matte Titanium Metallic - CA	R18RRE99BM
61	RANGER XP 1000 EPS Sunset Red Metallic - 49 State	R18RRE99AS
62	RANGER XP 1000 EPS Sunset Red Metallic - CA	R18RRE99BS
63	RANGER XP 1000 EPS Suede Metallic - 49 State	R18RRE99AX
64	RANGER XP 1000 EPS Suede Metallic - CA	R18RRE99BX
65	RANGER XP 1000 EPS HVAC Edition Sunset Red - 49 State	R18RRU99AS
66	RANGER XP 1000 EPS HVAC Edition Sunset Red - CA	R18RRU99BS
67	RANGER XP 900 Sage Green - 49 State	R18RTA87A1
68	RANGER XP 900 Sage Green - CA	R18RTA87B1
69	RANGER Diesel Sage Green	R18RTAD1B1
70	RANGER XP 900 EPS Sage Green - 49 State	R18RTE87A1
71	RANGER XP 900 EPS Sage Green - CA	R18RTE87B1
72	RANGER XP 900 EPS Solar Red - 49 State	R18RTE87A4
73	RANGER XP 900 EPS Solar Red - CA	R18RTE87B4
74	RANGER Crew XP 900 Sage Green - 49 State	R18RVA87A1
75	RANGER Crew XP 900 Sage Green - CA	R18RVA87B1
76	RANGER Crew Diesel Sage Green	R18RVAD1B1
77	RANGER Crew XP 1000 EPS Sunset Red Metallic - 49 State	R18RVE99AS
78	RANGER Crew XP 1000 EPS Sunset Red Metallic - CA	R18RVE99BS
79	RANGER Crew XP 1000 EPS Suede Metallic - 49 State	R18RVE99AX
80	RANGER Crew XP 1000 EPS Suede Metallic - CA	R18RVE99BX
81	RANGER Crew XP 1000 EPS HVAC Sunset Red - 49 State	R18RVU99AS
82	RANGER Crew XP 1000 EPS HVAC Sunset Red - CA	R18RVU99BS
83	RZR 570 White Lightning	Z18VHA57B2
84	RZR 570 EPS Navy Blue	Z18VHE57BV
85	RZR 900 White Lightning	Z18VAA87B2
86	RZR 900 EPS Titanium Metallic	Z18VAE87BM
87	RZR 900 EPS White Lightning	Z18VAE87BW
88	RZR S 900 White Lightning	Z18VBA87B2
89	RZR S 900 EPS Black Pearl	Z18VBE87BK
90	RZR S 900 EPS Velocity Blue	Z18VBE87BU
91	RZR S 1000 EPS White Lightning	Z18VBE99BW
92	RZR S4 900 EPS Black Pearl	Z18VCE87BK
93	RZR S4 900 EPS Ghost Gray	Z18VCE87BU

Item #	Description of Item	Make / Model Number
94	RZR XP Turbo EPS Velocity Blue	Z18VDE92BB
95	RZR XP Turbo EPS Fox Edition	Z18VDE92BS
96	RZR XP Turbo EPS Ghost Gray	Z18VDE92BU
97	RZR XP 1000 EPS Black Pearl - 49 State	Z18VDE99AK
98	RZR XP 1000 EPS Black Pearl - CA	Z17VDE99TK
99	RZR XP 1000 EPS White Lightning - 49 State	Z18VDE99AW
100	RZR XP 1000 EPS White Lightning - CA	Z17VDE99TW
101	RZR XP 4 Turbo EPS Velocity Blue	Z18VFE92BB
102	RZR XP 4 Turbo EPS Ghost Gray	Z18VFE92BU
103	RZR XP 4 1000 EPS Black Pearl - 49 State	Z18VFE99AK
104	RZR XP 4 1000 EPS Black Pearl - CA	Z17VFE99TK
105	RZR XP 4 1000 EPS White Lightning - 49 State	Z18VFE99AW
106	RZR XP 4 1000 EPS White Lightning - CA	Z17VFE99TW
107	550 Indy 121 ES	S19CBA5BSL
108	600 Indy 121 ES	S19CBA6GSL
109	600 Rush Pro-S SC Select	S19DCH6PS
110	800 Rush Pro-S SC Select	S19DCH8PS
111	850 Rush Pro-S SC Select	S19DCH8RS
112	600 Indy SP 129 ES	S19EKB6PSL
113	800 Indy XC 129 ES	S19EKP8PSL
114	550 Indy 144 ES	S19CEA5BSL
115	600 Switchback SP 144 ES	S19EER6PSL
116	600 Switchback Pro-S SC Select	S19DDH6PS
117	800 Switchback Pro-S SC Select	S19DDH8PS
118	600 Switchback Adventure ES	S19DDE6PSL
119	800 Switchback Adventure ES	S19DDE8PSL
120	600 Switchback Assault SC Select	S19EEC6PS
121	800 Switchback Assault SC Select	S19EEC8PS
122	600 RMK 144	S19EEG6PSA
123	800 SKS 146 SC Select	S19ELS8PS
124	800 SKS 155 SC Select	S19EFS8PS
125	600 Pro-RMK 155	S19EFK6PSA
126	800 Pro-RMK 155 SC Select	S19EFK8PS
127	800 RMK Assault 155 SC Select	S19EFT8PS
128	800 Pro-RMK 163 SC Select	S19EGK8PS
129	850 Pro-RMK 163 SC Select	S19EGK8RS
130	550 Voyageur 144 ES	S19CEF5BSL
131	550 Voyageur 155 ES	S19CFF5BSL
132	600 Voyageur 144 ES	S19EEF6PSL
133	550 Indy Adventure 144 ES	S19CEE5BSL
134	550 Indy Adventure 155 ES	S19CFE5BSL
135	550 Widetrak LX ES	S19SJA5BSL
136	800 Titan SP 155 ES	S19FJB8PSL
137	800 Titan XC 155 ES	S19FJP8PSL
138	800 Titan Adventure 155 ES	S19FJE8PSL

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000054440	PAGE 1 OF 1 of 13
2. CONTRACT NO. SPE8EC-18-D-0016	3. AWARD/EFFECTIVE DATE 3 MAY 18	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE8EC-17-R-0007	6. SOLICITATION ISSUE DATE 05/18/2017	
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 06/19/2017	
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: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333924 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 750 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 	<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING To Be Shown on Each Order	
15. DELIVER TO To Be Shown On Each Order		CODE	16. ADMINISTERED BY DCMA TWIN CITIES 5600 AMERICAN BLVD W., SUITE 600 BLOOMINGTON, MN 55437 Criticality: C		
17a. CONTRACTOR/OFFEROR Polaris Sales Inc. 2100 Hwy 55 Medina, MN 55340	CODE 3FP69	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P.O. Box 182317 Columbus, OH 43218-2317		
TELEPHONE NO. (763) 417-8608		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18c. 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
	See Pages 11 - 13				
			<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		
25. ACCOUNTING AND APPROPRIATION DATA To Be Shown On Each Order			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$111,330,285.00 (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. POLARIS OFFER DATED 01/22/2018 . 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) Michael J. Conrad Manager, Programs & Contracts Polaris Government & Defense		30c. DATE SIGNED 02 May 2018	31b. NAME OF CONTRACTING OFFICER (Type or print) Robert F. Spadaro Jr.		31c. DATE SIGNED 5/3/2018

POLARIS SALES INC. (Polaris)**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-0007, as amended by Amendment 0001 and Amendment 0002. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Agricultural Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-17-R-0007, 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 Polaris and returned to DLA Troop Support on January 22, 2018 is hereby incorporated into the contract.

d. The Unique Entity Identifier Number, as referenced on page 4 of the solicitation, was completed by Polaris and returned to DLA Troop Support on January 22, 2018 and is hereby incorporated into the contract.

f. Polaris' Commercial Subcontracting Plan, which was approved by a Contracting Officer from the General Services Administration, is valid through December 31, 2018 and is acceptable to DLA Troop Support.

g. The product base list unit April 12, 2018, are applicable to the items specified in this contract and are shown on pages 11 – 13 of this contract.

The proposed product base list unit prices are from Polaris' [REDACTED] Commercial Price List.

The negotiated discounts on pages 11 – 13 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order awarded under the contract. At any time, the contractor can offer discounts greater than the contractual discounts.

h. 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 (\$111,330,285.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Agricultural Equipment contracts to be awarded under SPE8EC-17-R-0007, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$189,261,484.00.

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 \$50,000,000.00
 - (2) Any order for a combination of items in excess of \$50,000,000.00; 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 January 17, 2018, and the final proposal discounts dated April 12, 2018, are applicable to the items specified in this contract and are shown on pages 11-13 of this contract.

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

5) PAYMENT

- a. **Terms:** Payment terms are [REDACTED]
- b. Prompt Payment Procedures apply.
- c. **Remittance Address:** The Contractor's remittance address is as follows:

[REDACTED]

6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) TWIN CITIES

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.

[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:

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>
*	[REDACTED]
*	[REDACTED]
*	[REDACTED]
*	[REDACTED]

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

(b) Place of Packaging, Packing and Marking:

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

(2) As shown below:

<u>MANUFACTURING FACILITY</u>	<u>PLACE OF PACKAGING, PACKING AND MARKING</u>
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(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>
*	[REDACTED]	DCMA TWIN CITIES S2401A
1	[REDACTED]	DCMA HUNTSVILLE S0107A
*	[REDACTED]	DCMA DETROIT S2305A
*	[REDACTED]	DCMA SANTA ANA S0513A

(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 Place of Performance, Government Inspection and Acceptance for items 1 through 137 will be determined upon the issuance of each delivery order.**

[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.);
- 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
 - X (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.
- X (44) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (45) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) **52.223-21**, Foams (Jun 2016) (E.O. 13696).
- ___ (47)(i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) **Alternate I** (JAN 2017) of 52.224-3.
- ___ (48) **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (49)(i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19-U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) **Alternate I** (May 2014) of 52.225-3.
- ___ (iii) **Alternate II** (May 2014) of 52.225-3.
- ___ (iv) **Alternate III** (May 2014) of 52.225-3.
- ___ (50) **52.225-5**, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (51) **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (56) **52.232-30**, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (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.

SPE8EC-18-D-0016 Polaris Sales

Item #	Description of Item	Make / Model Number
1	ACE 500 Indy Red	A18DAA50B7
2	ACE 570 EPS White Lightning	A18DAE57B2
3	ACE 900 XC Velocity Blue	A18DCE87BB
4	Sportsman 6x6 Big Boss 570 EPS Sage Green	A18S6E57B1
5	Sportsman Touring 570 Indy Red	A18SDA57B7
6	Sportsman Touring 570 EPS Velocity Blue	A18SDE57B5
7	Sportsman 450 HO Sage Green	A18SEA50B1
8	Sportsman 450 HO Velocity Blue	A18SEA50B5
9	Sportsman 570 Sage Green	A18SEA57B1
10	Sportsman 570 Indy Red	A18SEA57B7
11	Sportsman 450 HO EPS Velocity Blue	A18SEE50B5
12	Sportsman 570 EPS Sage Green	A18SEE57B1
13	Sportsman 570 EPS Indy Red	A18SEE57B7
14	Sportsman 570 SP Radar Blue	A18SHE57BB
15	Sportsman 570 SP Sunset Red	A18SHE57BS
16	Sportsman Touring 570 SP Silver Pearl	A18SJE57BU
17	Sportsman X2 570 EPS Sage Green	A18SWE57B1
18	Sportsman 850 Sage Green	A18SXA85B1
19	Sportsman 850 Indy Red	A18SXA85B7
20	Sportsman 850 SP Titanium Matte Metallic	A18SXE85BM
21	Sportsman 850 SP Sunset Red	A18SXE85BS
22	Sportsman XP 1000 Havasu Red Pearl	A18SXE95BR
23	Sportsman Touring 850 SP Radar Blue	A18SYE85BB
24	Sportsman Touring XP 1000 Silver Pearl	A18SYE95BU
25	GEM e2	L18G2AGALA
26	GEM e4	L18G4AGALA
27	GEM e6	L18G6AGALA
28	GEM eL XD	L18G2DGALA
29	GEM eM 1400 LSV	L18U2NAFLA
30	DAGOR	M15AAED2MA
31	DAGOR A1	MBADAED2MA
32	MV850 4x4, Desert Tan	M16SZE85MD
33	MRZR4, Desert Tan	M16VXE90ME
34	MRZR-D 2, Desert Tan	M17VDED1MA
35	MRZR-D 4, Desert Tan	M17VFED1MA
36	MRZR-D 2, Desert Tan (MY18)	MBBVDED1MA
37	MRZR-D 4, Desert Tan (MY18)	MBBVFED1MA
38	RANGER 570 Full-Size Sage Green - 49 State	R18RCA57A1
39	RANGER 570 Full-Size Sage Green - CA	R18RCA57B1
40	RANGER 570 Full-Size Solar Red - 49 State	R18RCA57A4
41	RANGER 570 Full-Size Solar Red - CA	R18RCA57B4
42	RANGER Crew 570-6 Sage Green - 49 State	R18RDA57A1
43	RANGER Crew 570-6 Sage Green - CA	R18RDA57B1
44	GENERAL 1000 EPS Base, Indy Red	R18RGE99B7
45	GENERAL 1000 EPS Premium, Radar Blue	R18RGE99BB
46	GENERAL 1000 EPS Deluxe, Titanium Metallic	R18RGE99BM

Item #	Description of Item	Make / Model Number
47	GENERAL 4 1000 EPS, Black Pearl	R18RHE99BK
48	RANGER 500 Sage Green	R18RMA50B1
49	RANGER 500 Solar Red	R18RMA50B4
50	RANGER 570 Sage Green	R18RMA57B1
51	RANGER EV Avalanche Gray	R18RMAE4G8
52	RANGER EV Li-Ion Polaris Pursuit Camo	R18RMAL4G9
53	RANGER 570 EPS Navy Blue Metallic	R18RME57BV
54	RANGER Crew 570-4 Sage Green	R18RNA57B1
55	RANGER Crew 570-4 EPS Navy Blue Metallic	R18RNE57BV
56	RANGER XP 1000 EPS Sage Green - 49 State	R18RRE99A1
57	RANGER XP 1000 EPS Sage Green - CA	R18RRE99B1
58	RANGER XP 1000 EPS Matte Titanium Metallic - 49 State	R18RRE99AM
59	RANGER XP 1000 EPS Matte Titanium Metallic - CA	R18RRE99BM
60	RANGER XP 1000 EPS Sunset Red Metallic - 49 State	R18RRE99AS
61	RANGER XP 1000 EPS Sunset Red Metallic - CA	R18RRE99BS
62	RANGER XP 1000 EPS Suede Metallic - 49 State	R18RRE99AX
63	RANGER XP 1000 EPS Suede Metallic - CA	R18RRE99BX
64	RANGER XP 1000 EPS HVAC Edition Sunset Red - 49 State	R18RRU99AS
65	RANGER XP 1000 EPS HVAC Edition Sunset Red - CA	R18RRU99BS
66	RANGER XP 900 Sage Green - 49 State	R18RTA87A1
67	RANGER XP 900 Sage Green - CA	R18RTA87B1
68	RANGER Diesel Sage Green	R18RTAD1B1
69	RANGER XP 900 EPS Sage Green - 49 State	R18RTE87A1
70	RANGER XP 900 EPS Sage Green - CA	R18RTE87B1
71	RANGER XP 900 EPS Solar Red - 49 State	R18RTE87A4
72	RANGER XP 900 EPS Solar Red - CA	R18RTE87B4
73	RANGER Crew XP 900 Sage Green - 49 State	R18RVA87A1
74	RANGER Crew XP 900 Sage Green - CA	R18RVA87B1
75	RANGER Crew Diesel Sage Green	R18RVAD1B1
76	RANGER Crew XP 1000 EPS Sunset Red Metallic - 49 State	R18RVE99AS
77	RANGER Crew XP 1000 EPS Sunset Red Metallic - CA	R18RVE99BS
78	RANGER Crew XP 1000 EPS Suede Metallic - 49 State	R18RVE99AX
79	RANGER Crew XP 1000 EPS Suede Metallic - CA	R18RVE99BX
80	RANGER Crew XP 1000 EPS HVAC Sunset Red - 49 State	R18RVU99AS
81	RANGER Crew XP 1000 EPS HVAC Sunset Red - CA	R18RVU99BS
82	RZR 570 White Lightning	Z18VHA57B2
83	RZR 570 EPS Navy Blue	Z18VHE57BV
84	RZR 900 White Lightning	Z18VAA87B2
85	RZR 900 EPS Titanium Metallic	Z18VAE87BM
86	RZR 900 EPS White Lightning	Z18VAE87BW
87	RZR S 900 White Lightning	Z18VBA87B2
88	RZR S 900 EPS Black Pearl	Z18VBE87BK
89	RZR S 900 EPS Velocity Blue	Z18VBE87BU
90	RZR S 1000 EPS White Lightning	Z18VBE99BW
91	RZR S4 900 EPS Black Pearl	Z18VCE87BK
92	RZR S4 900 EPS Ghost Gray	Z18VCE87BU
93	RZR XP Turbo EPS Velocity Blue	Z18VDE92BB

Item #	Description of Item	Make / Model Number
94	RZR XP Turbo EPS Fox Edition	Z18VDE92BS
95	RZR XP Turbo EPS Ghost Gray	Z18VDE92BU
96	RZR XP 1000 EPS Black Pearl - 49 State	Z18VDE99AK
97	RZR XP 1000 EPS Black Pearl - CA	Z17VDE99TK
98	RZR XP 1000 EPS White Lightning - 49 State	Z18VDE99AW
99	RZR XP 1000 EPS White Lightning - CA	Z17VDE99TW
100	RZR XP 4 Turbo EPS Velocity Blue	Z18VFE92BB
101	RZR XP 4 Turbo EPS Ghost Gray	Z18VFE92BU
102	RZR XP 4 1000 EPS Black Pearl - 49 State	Z18VFE99AK
103	RZR XP 4 1000 EPS Black Pearl - CA	Z17VFE99TK
104	RZR XP 4 1000 EPS White Lightning - 49 State	Z18VFE99AW
105	RZR XP 4 1000 EPS White Lightning - CA	Z17VFE99TW
106	550 Indy 121 ES	S19CBA5BSL
107	600 Indy 121 ES	S19CBA6GSL
108	600 Rush Pro-S SC Select	S19DCH6PS
109	800 Rush Pro-S SC Select	S19DCH8PS
110	850 Rush Pro-S SC Select	S19DCH8RS
111	600 Indy SP 129 ES	S19EKB6PSL
112	800 Indy XC 129 ES	S19EKP8PSL
113	550 Indy 144 ES	S19CEA5BSL
114	600 Switchback SP 144 ES	S19EER6PSL
115	600 Switchback Pro-S SC Select	S19DDH6PS
116	800 Switchback Pro-S SC Select	S19DDH8PS
117	600 Switchback Adventure ES	S19DDE6PSL
118	800 Switchback Adventure ES	S19DDE8PSL
119	600 Switchback Assault SC Select	S19EEC6PS
120	800 Switchback Assault SC Select	S19EEC8PS
121	600 RMK 144	S19EEG6PSA
122	800 SKS 146 SC Select	S19ELS8PS
123	800 SKS 155 SC Select	S19EFS8PS
124	600 Pro-RMK 155	S19EFK6PSA
125	800 Pro-RMK 155 SC Select	S19EFK8PS
126	800 RMK Assault 155 SC Select	S19EFT8PS
127	800 Pro-RMK 163 SC Select	S19EGK8PS
128	850 Pro-RMK 163 SC Select	S19EGK8RS
129	550 Voyageur 144 ES	S19CEF5BSL
130	550 Voyageur 155 ES	S19CFF5BSL
131	600 Voyageur 144 ES	S19EEF6PSL
132	550 Indy Adventure 144 ES	S19CEE5BSL
133	550 Indy Adventure 155 ES	S19CFE5BSL
134	550 Widetrak LX ES	S19SJA5BSL
135	800 Titan SP 155 ES	S19FJB8PSL
136	800 Titan XC 155 ES	S19FJP8PSL
137	800 Titan Adventure 155 ES	S19FJE8PSL