

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)
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6. ISSUED BY CODE DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098 USA Initiator: Shane Moore DSM0144 Tel: DSN312-444-8635 Email: Shane.Moore@dla.mil	7. ADMINISTERED BY (If other than Item 6) CODE S3605A DCMA DAYTON BUILDING 30 AREA A 1725 VAN PATTON DR WRIGHT PATTERSON AFB OH 45433-5302 USA
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Crown Equipment Corporation DBA Crown Lift Trucks 44 S Washington St NEW BREMEN OH 45869-1288 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-18-D-0023
		10B. DATED (SEE ITEM 13) 2018 JUN 29

CODE 1D3P6 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.

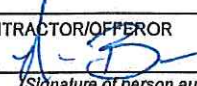
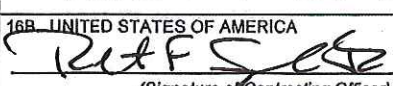
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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) Nathan Brewer Manager - Government Sales	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT F SPADARO JR
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/11/20
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/11/20

Contract SPE8EC-18-D-0023 is hereby modified as follows:

1.Crown Lift Trucks Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on page 12 of the Schedule of Items (SOI) in Contract SPE8EC-18-D-0013 are hereby replaced by pages 3 of the subject modification to reflect the addition of 7 models to their current contract and 3 model deletions.

2.All other terms and conditions remain unchanged.

SPE8EC-18-D-0023 P00001

CROWN EQUIPMENT CORP

(MHE)

Item #	Description of Item	Make/Model Number
1	LPG Four Wheel Sit Down Counterbalance Forklift Truck	C5
2	Walkie Fork Over Stacker	ES
3	Sit Down Rider 4 Wheel Counterbalance Forklift	FC
4	Low Level Order Picker	GPC
5	Order Picker with Mast	MPC
6	Center Control Rider Pallet Jack	PC
7	End Control Rider Pallet Jack	PE
8	Stand Up Rider Pallet Jack	PR
9	Walkie Pallet Jack	PW
10	Stand Up Rider Counterbalance Forklift	RC
11	Narrow Aisle Rider Double Reach Truck	RD
12	Narrow Aisle Mono Mast Rider Reach Truck	RM
13	Narrow Aisle Mono Mast Rider Double Reach Truck	RMD
14	Narrow Aisle Rider Reach Truck	RR
15	Rider Pallet Truck	RT
16	Sit Down Rider 3 Wheel Counterbalance Forklift	SC
17	Sit Down Rider 4 Wheel Counterbalance Forklift	SC6
18	Power Drive Power Lift Heavy Duty Walkie Stacker	SH
19	Power Drive Power Lift Heavy Duty Walkie Reach Stacker	SHR
20	Stockpicker	SP
21	Power Drive Power Lift 2000LB Walkie Straddle Stacker	ST
22	Power Drive Power Lift 3000LB Walkie Straddle Stacker	SX
23	Tow Tractor	TR
24	Very Narrow Aisle 48 Volt Turret Stockpicker	TSP6500
25	Very Narrow Aisle 72 or 80 Volt Turret Stockpicker	TSP7000
26	Work Assist Vehicle	WAVE
27	Walkie Pallet Jack	WP
28	Power Drive Power Lift Heavy Duty Walkie Counterbalanced Stacker	SHC
29	Diesel Four Wheel Sit Down Counterbalance Forklift Truck	C5D
30	LPG 4 Wheel Cushion Tire Sit Down Counterbalance 7000 - 12000 Capacity	CGC 35-55
31	Diesel 4 Wheel Pneumatic Tire Sit Down Counterbalance 8000 - 12000 Capacity	CD 35-55
32	LPG 4 Wheel Pneumatic Tire Sit Down Counterbalance 7000 - 12000 Capacity	CG 35-55
33	Diesel 4 Wheel Pneumatic Tire Sit Down Counterbalance 13000 - 20000 Capacity	CD 60-90
34	LPG 4 Wheel Pneumatic Tire Sit Down Counterbalance 13200 - 15400 Capacity	CG 60-70

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

1. REQUISITION NUMBER: 1000051833
 Page 1 of 12
 2. CONTRACT NO.: SPE8EC-18-D-0023
 3. AWARD/EFFECTIVE DATE: 2018 June 29
 4. ORDER NUMBER: [Blank]
 5. SOLICITATION NUMBER: SPE8EC-17-R-0002
 6. SOLICITATION ISSUE DATE: 12/02/2016

7. FOR SOLICITATION INFORMATION CALL: [Arrow] a. NAME: Louis Cooker
 b. TELEPHONE NUMBER (No collect calls): (215)737-0342
 8. OFFER DUE DATE/LOCAL TIME: 01/04/2017

9. ISSUED BY: DLA Troop Support
 Construction & Equipment (Supply Chain)
 700 Robbins Avenue
 Philadelphia, PA 19111-5096
 CODE: SPE8EC
 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333924
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: 750
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: [Redacted]
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING: To Be Shown on Each Order
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: To Be Shown On Each Order
 CODE: [Blank]
 16. ADMINISTERED BY: DCMA Dayton
 1725 Van Patton Drive, Area A, Building 30
 Wright-Patterson AFB, OH 45433-5302
 CODE: S3605A

17a. CONTRACTOR/OFFEROR: Crown Equipment Corporation
 DBA Crown Lift Trucks
 44 S. Washington Street
 New Bremen, OH 45869-1247
 TELEPHONE NO. (419)629-2220
 CODE: 1D3P6 FACILITY CODE: [Blank]
 18a. PAYMENT WILL BE MADE BY: DFAS (SL4701)
 BSM
 P.O. Box 182317
 Columbus, OH 43218-2317
 CODE: SL4701

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 12				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA: To Be Shown On Each Order
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$235,000,000.00 (Estimate)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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
 29. AWARD OF CONTRACT: REF. Crown Equipment OFFER DATED 01/10/2018. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: MHE

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [Signature]
 30b. NAME AND TITLE OF SIGNER (Type or print): Nathan Brewer, Manager - Government Sales
 30c. DATE SIGNED: 06/28/18
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): [Signature]
 31b. NAME OF CONTRACTING OFFICER (Type or print): Louis Cooker
 31c. DATE SIGNED: 06/29/2018

**CROWN EQUIPMENT CORPORATION
DBA CROWN LIFT TRUCKS**

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-0002, as amended by Amendments 0001, 0002, 0003, 0004 and 0005. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Material Handling Equipment (MHE).

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFPs SPE8EC-17-R-0002, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. Crown Equipment Corporation's approved Commercial Subcontracting Plan is valid through March 31, 2019.

d. The product base list unit prices set forth in the contractor's proposal dated January 10, 2018, and the final proposal discounts dated June 15, 2018, are applicable to the items specified in this contract and are shown on page 12 of this contract. The product base list unit prices are from Crown Equipment Corporation's [REDACTED] Commercial Price List ("Price/Order Sheet").

The negotiated discounts on page 12 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.

Note: The product base list unit prices and the final negotiated discounts apply to all model series configurations listed on Crown Equipment Corporation's Commercial "Price/Order Sheets". All configurations listed on the Commercial "Price/Order Sheets" are incorporated in the basic contract by reference and the applicable model discount applies to all corresponding configurations.

[REDACTED]

e. In performance of this contract, any transportation of supplies by sea must comply with DFARS 252.247-7023, Transportation of Supplies by Sea.

f. 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 7 of this contract.

2) CONTRACT PERIOD

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

The “Total Award Amount” listed in block twenty six (26) on page one (1) of this contract (\$235,000,000.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all MHE contracts to be awarded under SPE8EC-17-R-0002, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$400,000,000.00.

3) DELIVERY ORDER LIMITATIONS

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

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

(1) Any order for a single item in excess of \$100,000,000.00

(2) Any order for a combination of items in excess of \$100,000,000.00; 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 10, 2018, and the final proposal discounts dated June 15, 2018, are applicable to the items specified in this contract and are shown on page 12 of this contract.

Note: The product base list unit prices and the final negotiated discounts apply to all model series configurations listed on Crown Equipment Corporation's Commercial “Price/Order Sheets”. All configurations listed on the Commercial “Price/Order Sheets” are incorporated in the basic contract by reference and the applicable model discount applies to all corresponding configurations.

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

5) PAYMENT

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



6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Dayton OH.

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 252.225-7048, 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)

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 (MAR 2018)
DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2018)
DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)
DFARS 252.225-7021, Trade Agreements (DEC 2017)
DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)
DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)
DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)

DFARS 252.247-7028, Application for U.S. Government Shipping Documentation/Instructions (JUN 2012)

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

DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)

DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)

DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)

DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)

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

TIME OF DELIVERY – F.O.B. POINT

(a) Time of Delivery

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 12 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement of a particular delivery order.

(b) F.O.B. Point

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

With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Destination for all resulting contract delivery orders.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>
1, 6, 12-16, 22, 26-27	[REDACTED]
2, 4, 18-19, 28	[REDACTED]
8-11, 20-21, 25, 29	[REDACTED]
3, 5, 7, 17, 23-24, 30	[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 with the exception of items manufactured in Roding, Germany (Items 3, 5, 7, 17, 23-24, 30) which are shown in (b)(2) below.

(2) As shown below: (Items 3, 5, 7, 17, 23-24, 30)

MANUFACTURING FACILITY

PLACE OF PACKAGING, PACKING AND MARKING

[REDACTED]

[REDACTED]

(c) Place of Government Inspection:

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
1, 6, 12-16, 22, 26-27	[REDACTED]	[REDACTED]
2, 4, 18-19, 28	[REDACTED]	[REDACTED]
8-11, 20-21, 25, 29	[REDACTED]	[REDACTED]
3, 5, 7, 17, 23-24, 30	[REDACTED]	[REDACTED]

(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 Place of Performance, Inspection, and Acceptance must be approved in writing by the Contracting Officer.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Items (JAN 2018)

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

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

(2) **52.209-10**, 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 and 108-78 (19 U.S.C. 3805 note)).

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

(1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (Sept 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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) **[Reserved]**.

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

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

(8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

- ___ (10) **[Reserved]**.
- ___ (11)(i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) **Alternate I** (Nov 2011) of 52.219-3.
- ___ (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) **Alternate I** (JAN 2011) 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 (June 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** (Nov 2016) of 52.219-9.
- ___ (v) **Alternate IV** (Nov 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. 657 f).
- X** (22) **52.219-28**, Post Award Small Business Program Rerepresentation (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 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 Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X** (25) **52.222-3**, Convict Labor (June 2003) (E.O. 11755).
- X** (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 3126).
- X** (27) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).
- X** (28) **52.222-26**, Equal Opportunity (Sept 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**, Equal Opportunity 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.)
- ___ (35)(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.)
 - ___ (36) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
 - ___ (37) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
 - ___ (38)(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.
 - ___ (39)(i) **52.223-14**, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - ___ (ii) **Alternate I** (Jun 2014) of 52.223-14.
 - ___ (40) **52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
 - ___ (41)(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 (42) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
 - ___ (43) **52.223-20**, Aerosols (JUN 2016) (E.O. 13693).
 - ___ (44) **52.223-21**, Foams (JUN 2016) (E.O. 13693).
 - ___ (45)(i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - ___ (ii) **Alternate I** (JAN 2017) of 52.224-3.
 - ___ (46) **52.225-1**, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
 - ___ (47)(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.
 - ___ (48) **52.225-5**, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - X (49) **52.225-13**, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (50) **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).
 - ___ (51) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ___ (52) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ___ (53) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ___ (54) **52.232-30**, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - X (55) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___ (56) **52.232-34**, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___ (57) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
 - ___ (58) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

- ___ (59) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- ___ (60)(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).
- ___ (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 (Sept 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

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 (l) of FAR clause 52.222-17.
- (v) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015)
- (vi) **52.222-26**, Equal Opportunity (Sept 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) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and 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) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xviii)(A) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xix) **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).
 - (xx) **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.
 - (xxi) **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.

(End of clause)

Item #	Description of Item	Make/Model Number
1	Power Lift Manual Drive Walkie Stacker	B
2	LPG Four Wheel Sit Down Counterbalance Forklift Truck	C5
3	Walkie Fork Over Stacker	ES
4	Sit Down Rider 4 Wheel Counterbalance Forklift	FC
5	Low Level Order Picker	GPC
6	Power Drive Power Lift Intermediate Duty Walkie Stacker	M
7	Order Picker with Mast	MPC
8	Center Control Rider Pallet Jack	PC
9	End Control Rider Pallet Jack	PE
10	Stand Up Rider Pallet Jack	PR
11	Walkie Pallet Jack	PW
12	Stand Up Rider Counterbalance Forklift	RC
13	Narrow Aisle Rider Double Reach Truck	RD
14	Narrow Aisle Mono Mast Rider Reach Truck	RM
15	Narrow Aisle Mono Mast Rider Double Reach Truck	RMD
16	Narrow Aisle Rider Reach Truck	RR
17	Rider Pallet Truck	RT
18	Sit Down Rider 3 Wheel Counterbalance Forklift	SC
19	Sit Down Rider 4 Wheel Counterbalance Forklift	SC6
20	Power Drive Power Lift Heavy Duty Walkie Stacker	SH
21	Power Drive Power Lift Heavy Duty Walkie Reach Stacker	SHR
22	Stockpicker	SP
23	Power Drive Power Lift 2000LB Walkie Straddle Stacker	ST
24	Power Drive Power Lift 3000LB Walkie Straddle Stacker	SX
25	Tow Tractor	TR
26	Very Narrow Aisle 48 Volt Turret Stockpicker	TSP6500
27	Very Narrow Aisle 72 or 80 Volt Turret Stockpicker	TSP7000
28	Work Assist Vehicle	WAVE
29	Power Drive Power Lift Heavy Duty Walkie Counterbalance Stacker	WB
30	Walkie Pallet Jack	WP