

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 5

2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Gerard Corcoran PEPCGA6 Tel: 215-737-0985 FAX: 215-737-8609 Email: gerard.corcoran@dla.mil		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2128 PERSHING AVENUE FORT EUSTIS VA 23604 USA		CODE S5111A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATLANTIC DIVING SUPPLY, INC. DBA ADS 621 LYNNHAVEN PKWY STE 160 VIRGINIA BEACH VA 23452-7383 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-20-D-0052
			10B. DATED (SEE ITEM 13) 2019 DEC 16
CODE 1CAY9	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 TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

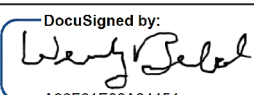
<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-2 Economic Price Adjustments Standard Supplies
	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) wendy Belisle Controller Contract Compliance		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr	
15B. CONTRACTOR/OFFEROR (Signature of person)  A96F61E86A84454...	15C. DATE SIGNED 4/1/2022	16B. UNITED STATES OF AMERICA SPADARO.ROBERT.F.JR.1291915040 Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2022.04.15 10:54:05 -04'00' (Signature of Contracting Officer)	16C. DATE SIGNED 4/15/2022

1. In accordance with FAR Clause 52.216-2, Economic Price Adjustment - Standard Supplies, the Schedule of Items (SOI) shown on pages 3 -5 of modification P00004 in Contract SPE8EC-20-D-0052 is hereby replaced by pages 3 - 5 of this subject modification. The Schedule of Supplies identified on pages 3- 5 of this modification, reflects EPA price increases for one hundred (100) models. The resulting ADS' Schedule of Items (SOI) lists one hundred (100) models.
2. All other terms and conditions remain unchanged.

EFFECTIVE DATE: 03/30/2022

SPE8E

Item #	Description of Item	Model Number
1	Case 1021G Wheel Loader Extended Reach	1021G XR
2	Case 1021G Wheel Loader (Z Bar Linkage)	1021G Z BAR
3	Case 1121G Wheel Loader Extended Reach	1121G XR
4	Case 1121G Wheel Loader (Z Bar Linkage)	1121G Z BAR
5	Case 1150M Crawler Dozer Long Track	1150M LT
6	Case 1150M Crawler Dozer Wide Track/Low Ground Pressure	1150M WT/LGP
7	Case 121F Compact Wheel Loader Parallel Linkage	121F XT
8	Case 121F Compact Wheel Loader Z-BAR Linkage	121F ZB
9	Case 1650M Crawler Dozer Power Angle Tilt Blade -Wide Track Or Low Ground Pressure	1650M PAT WT/LGP
10	Case 1650M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	1650M PAT XLT
11	Case 1650M Crawler Dozer Semi U Blade (Extra Long Track)	1650M SEMI U XLT
12	Case 2050M Crawler Dozer Power Angle Tilt Blade- Wide Track Or Low Ground Pressure	2050M PAT WT/LGP
13	Case 2050M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	2050M PAT XLT
14	Case 2050M Crawler Dozer Semi U Blade (Extra Long Track)	2050M SEMI U XLT
15	Case 2050M Crawler Dozer Straight Pt Blade- Wide Track Or Low Ground Pressure	2050M STR PT WT/LGP
16	Case 21F Compact Wheel Loader Parallel Linkage	21F XT
17	Case 21F Compact Wheel Loader Z-BAR Linkage	21F ZB
18	Case 221F Compact Wheel Loader (High Speed)	221F HS
19	Case 321F Compact Wheel Loader (High Speed)	321F HS
20	Case 521G Wheel Loader Extended Reach	521G XR
21	Case 521G Wheel Loader XT Tool Carrier (Parallel Linkage)	521G XT
22	Case 521G Wheel Loader (Z Bar Linkage)	521G Z BAR
23	Case 570N EP Tractor Loader 2 Wheel Drive -Efficient Power, Excellent Performance	570N EP 2WD
24	Case 570N EP Tractor Loader 4 Wheel Drive Efficient Power, Excellent Performance	570N EP 4WD
25	Case 580N Backhoe Loader 2 Wheel Drive	580N 2WD
26	Case 580N Backhoe Loader 4 Wheel Drive	580N 4WD
27	Case 580N EP Tractor Loader 2 Wheel Drive -Efficient Power, Excellent Performance	580N EP 2WD
28	Case 580N EP Tractor Loader 4 Wheel Drive -Efficient Power, Excellent Performance	580N EP 4WD
29	Case 580 Super N Backhoe Loader 2 Wheel Drive	580SN 2WD
30	Case 580 Super N Backhoe Loader 4 Wheel Drive	580SN 4WD
31	Case 580 Super N Wide Track Backhoe Loader 4 Wheel Drive	580SN WT 4WD
32	Case 590 Super N Backhoe Loader 4 Wheel Drive	590SN 4WD
33	Case 621G Wheel Loader Extended Reach	621G XR

Item #	Description of Item	Model Number
34	Case 621G Wheel Loader XT Tool Carrier (Parallel Linkage)	621G XT
35	Case 621G Wheel Loader (Z Bar Linkage)	621G Z BAR
36	Case 650M Crawler Dozer Long Track	650M LT
37	Case 650M Crawler Dozer Wide Track/Low Ground Pressure	650M WT/LGP
38	Case 721G Wheel Loader Extended Reach	721G XR
39	Case 721G Wheel Loader XT Tool Carrier (Parallel Linkage)	721G XT
40	Case 721G Wheel Loader (Z Bar Linkage)	721G Z BAR
41	Case 750M Crawler Dozer Long Track	750M LT
42	Case 750M Crawler Dozer Wide Track/Low Ground Pressure	750MWT/LGP
43	Case 821G Wheel Loader Extended Reach	821G XR
44	Case 821G Wheel Loader (Z Bar Linkage)	821G Z BAR
45	Case 836C 4Wd Motor Grader	836C 4WD
46	Case 836C Awd Motor Grader	836C AWD
47	Case 850M Crawler Dozer Long Track	850M LT
48	Case 850M Crawler Dozer Wide Track/Low Ground Pressure	850M WT/LGP
49	Case 856C 4Wd Motor Grader	856C 4WD
50	Case 856C Awd Motor Grader	856C AWD
51	Case 921G Wheel Loader Extended Reach	921G XR
52	Case 921G Wheel Loader (Z Bar Linkage)	921G Z BAR
53	Case CX130D Crawler Excavator Dozer Blade	CX130D DZB
54	Case CX130D Crawler Excavator Long Undercarriage	CX130D LC
55	Case CX145D Minimum Swing Radius Excavator Dozer Blade	CX145D MSR DZ
56	Case CX145D Minimum Swing Radius Excavator	CX145D MSR LC
57	Case CX160D Crawler Excavator Long Undercarriage	CX160D
58	Case CX210D Long Reach Excavator	CX210D LR
59	Case CX210D Narrow Long Undercarriage Excavator	CX210D NRRW
60	Case CX210D Standard Long Undercarriage Excavator	CX210D STD LC
61	Case CX245D Minimum Swing Radius Crawler Excavator	CX245D MSR LC
62	Case CX245D Minimum Swing Radius Crawler Excavator With Dozer Blade	CX245D MSR LC DZ
63	Case CX250D Long Reach Excavator	CX250D LR
64	Case CX250D Standard Crawler Excavator	CX250D STD
65	Case CX290D LC Material Handler Crawler Excavator	CX290D LC MH
66	Case CX290D Lc Scrap Crawler Excavator	CX290D LC SC
67	Case CX300D Standard Crawler Excavator	CX300D STD
68	Case CX350D Long Reach Excavator	CX350D LR
69	Case CX350D Standard Crawler Excavator	CX350D STD
70	Case CX37C Mini Excavator Cab	CX37C CAB
71	Case CX37C Mini Excavator Canopy	CX37C CANOPY

Item #	Description of Item	Model Number
72	Case CX490D Retractable Undercarriage Crawler Excavator	CX490D RTC
73	Case CX490D Standard Crawler Excavator	CX490D STD
74	Case CX500D Mass Excavation Crawler Excavator	CX500D ME
75	Case CX500D Retractable Undercarriage Mass Excavator	CX500D RTC ME
76	Case CX57C Mini Excavator Cab	CX57C CAB
77	Case CX60C Mini Excavator Cab	CX60C CAB
78	Case CX750D Retractable Undercarriage Crawler Excavator	CX750D RTC
79	Case CX750D Retractable Undercarriage Mass Excavator	CX750D RTC ME
80	Case CX75C Midi Excavator	CX75C W/DZ
81	Case CX80C Midi Excavator	CX80C
82	Case DV209CD Combination Roller -High Frequency Vibratory Front Drum With Pneumatic Rear Tires	DV209CD HF
83	Case DV209D Tandem Vibratory Roller	DV209D
84	Case DV209D Tandem Vibratory Roller (High Frequency)	DV209D HF
85	Case DV210CD Combination Roller -High Frequency Vibratory Front Drum With Pneumatic Rear Tires	DV210CD HF
86	Case DV210D Tandem Vibratory Roller	DV210D
87	Case DV210D Tandem Vibratory Roller -High Frequency	DV210D HF
88	CASE SR160B SKID STEER LOADER (RADIAL LIFT)	SR160B
89	CASE SR175B SKID STEER LOADER (RADIAL LIFT)	SR175B
90	CASE SR210B SKID STEER LOADER (RADIAL LIFT)	SR210B
91	CASE SR240B SKID STEER LOADER (RADIAL LIFT)	SR240B
92	CASE SR270B SKID STEER LOADER (RADIAL LIFT)	SR270B
93	CASE SV185B SKID STEER LOADER (VERTICAL LIFT)	SV185B
94	CASE SV280B SKID STEER LOADER (VERTICAL LIFT)	SV280B
95	CASE SV340B SKID STEER LOADER (VERTICAL LIFT)	SV340B
96	CASE TR270B COMPACT TRACK LOADER (RADIAL LIFT)	TR270B
97	CASE TR310B COMPACT TRACK LOADER (RADIAL LIFT)	TR310B
98	CASE TR340B COMPACT TRACK LOADER (RADIAL LIFT)	TR340B
99	CASE TV370B COMPACT TRACK LOADER (VERTICAL LIFT)	TV370B
100	CASE TV450B COMPACT TRACK LOADER (VERTICAL LIFT)	TV450B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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PAGE 1 OF 5

2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: CHERIE CROWE DCC0123 Email: Cherie.Crowe@dla.mil		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2128 PERSHING AVENUE FORT EUSTIS VA 23604 USA		CODE S5111A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATLANTIC DIVING SUPPLY, INC. DBA ADS 621 LYNNHAVEN PKWY STE 160 VIRGINIA BEACH VA 23452-7383 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-20-D-0052
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CODE 1CAY9	FACILITY CODE		

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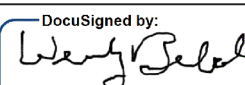
<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-2 and Add/Delete Language in Solicitation
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

See Continuation Sheet

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15A. NAME AND TITLE OF SIGNER (Type or print) wendy Belisle Controller Contract Compliance		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr	
15B. CONTRACTOR/OFF (Signature of  DocuSigned by: A96F61E86A84454...	15C. DATE SIGNED 4/7/2021	16B. UNITED STATES OF AMERICA SPADARO.ROBERT.F.JR.129 1915040 Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2021.04.07 11:12:47 -0400 (Signature of Contracting Officer)	16C. DATE SIGNED 4/7/2021

PER EMAIL REQUEST FROM SUPPLIER, ADS INC., ON FEBRUARY 19, 2021, THIS CONTRACT IS MODIFIED TO REFLECT AN EPA (100 MODELS) AND DELETE (35 MODELS) MODIFICATION REQUEST.

THE PURPOSE OF THIS MODIFICATION IS AS FOLLOWS:

1. ADS' COMMERCIAL PRICE LIST WITH THE MODEL PRICING AND DISCOUNTS (BASE LIST PRICE ONLY) OF THE SCHEDULE OF ITEMS (SOI) IN CONTRACT SPE8EC-20-D-0052 IS HEREBY REPLACED BY PAGE 3 - 5 OF THE SUBJECT MODIFICATION TO REFLECT THE PRICE INCREASES OF 99 MODELS AND DECREASE OF ONE MODEL IDENTIFIED IN THE COMMERCIAL PRICE LIST, WHICH ALSO REFLECTS THE DELETION OF 35 MODELS.

2. THE FOLLOWING 35 MODELS HAVE BEEN DELETED FROM THE SOI OF CONTRACT SPE8EC-20-0052:

DESCRIPTION OF ITEM - MODEL #

CASE 221F COMPACT WHEEL LOADER-221F
CASE 321F COMPACT WHEEL LOADER-321F
Case 590 Super N Backhoe Loader 2 Wheel Drive-590SN 2WD
Case 621G Wheel Loader Extended Reach-621G XR WH
Case 621G Wheel Loader (Z Bar Linkage)-621G Z BAR WH
Case 721G Wheel Loader Extended Reach-721G XR WH
Case 721G Wheel Loader (Z Bar Linkage)-721G Z BAR WH
Case DV23CD Combination Roller (Vibratory Front Drum With Pneumatic Rear Tires)-DV23CD
Case DV23D Tandem Vibratory Roller-DV23D
Case DV26CD Combination Roller (Vibratory Front Drum With Pneumatic Rear Tires)-DV26CD
Case DV26D Tandem Vibratory Roller-DV26D
Case DV36D Tandem Vibratory Roller-DV36D
Case DV45CD Combination Roller-DV45CD
Case DV45D Tandem Vibratory Roller-DV45D
Case SR130 Skid Steer Loader (Radial Lift)-SR130
Case SR160 Skid Steer Loader (Radial Lift)-SR160
Case SR175 Skid Steer Loader (Radial Lift)-SR175
Case SR210 Skid Steer Loader (Radial Lift)-SR210
Case SR240 Skid Steer Loader (Radial Lift)-SR240
Case SR270 Skid Steer Loader (Radial Lift)-SR270
Case SV185 Skid Steer Loader (Vertical Lift)-SV185
Case SV208D Single Drum Vibratory Roll (Pad Foot)-SV208D PF
Case SV208D Single Drum Vibratory Roll (Smooth)-SV208D SM
Case SV212D Single Drum Vibratory Roller (Pad Foot)-SV212D PF
Case SV212D Single Drum Vibratory Roller (Smooth)-SV212D SM
Case SV216D Single Drum Vibratory Roller (Pad Foot)-SV216D PF
Case SV216D Single Drum Vibratory Roller (Smooth)-SV216D SM
Case SV280 Skid Steer Loader (Vertical Lift)-SV280
Case SV340 Skid Steer Loader (Vertical Lift)-SV340
Case TR270 Compact Track Loader (Radial Lift)-TR270
Case TR310 Compact Track Loader (Radial Lift)-TR310
Case TR340 Compact Track Loader (Radial Lift)-TR340
Case TV370 Compact Track Loader (Vertical Lift)-TV370
Case TV380 Compact Track Loader (Vertical Lift)-TV380
CASE TV450 COMPACT TRACK LOADER (VERTICAL LIFT)-TV450

3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SPE8EC-20-D-0052 P00004

ADS (CASE Construction)

Item #	Description of Item	Model Number
1	Case 1021G Wheel Loader Extended Reach	1021G XR
2	Case 1021G Wheel Loader (Z Bar Linkage)	1021G Z BAR
3	Case 1121G Wheel Loader Extended Reach	1121G XR
4	Case 1121G Wheel Loader (Z Bar Linkage)	1121G Z BAR
5	Case 1150M Crawler Dozer Long Track	1150M LT
6	Case 1150M Crawler Dozer Wide Track/Low Ground Pressure	1150M WT/LGP
7	CASE 121F COMPACT WHEEL LOADER PARALLEL LINKAGE	121F XT
8	CASE 121F COMPACT WHEEL LOADER Z-BAR LINKAGE	121F ZB
9	Case 1650M Crawler Dozer Power Angle Tilt Blade -Wide Track Or Low Ground Pressure	1650M PAT WT/LGP
10	Case 1650M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	1650M PAT XLT
11	Case 1650M Crawler Dozer Semi U Blade (Extra Long Track)	1650M SEMI U XLT
12	Case 2050M Crawler Dozer Power Angle Tilt Blade- Wide Track Or Low Ground Pressure	2050M PAT WT/LGP
13	Case 2050M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	2050M PAT XLT
14	Case 2050M Crawler Dozer Semi U Blade (Extra Long Track)	2050M SEMI U XLT
15	Case 2050M Crawler Dozer Straight Pt Blade- Wide Track Or Low Ground Pressure	2050M STR PT WT/LGP
16	CASE 21F COMPACT WHEEL LOADER PARALLEL LINKAGE	21F XT
17	CASE 21F COMPACT WHEEL LOADER Z-BAR LINKAGE	21F ZB
18	CASE 221F COMPACT WHEEL LOADER (HIGH SPEED)	221F HS
19	CASE 321F COMPACT WHEEL LOADER (HIGH SPEED)	321F HS
20	Case 521G Wheel Loader Extended Reach	521G XR
21	Case 521G Wheel Loader XT Tool Carrier (Parallel Linkage)	521G XT
22	Case 521G Wheel Loader (Z Bar Linkage)	521G Z BAR
23	Case 570N EP Tractor Loader 2 Wheel Drive -Efficient Power, Excellent Performance	570N EP 2WD
24	Case 570N EP Tractor Loader 4 Wheel Drive Efficient Power, Excellent Performance	570N EP 4WD
25	Case 580N Backhoe Loader 2 Wheel Drive	580N 2WD
26	Case 580N Backhoe Loader 4 Wheel Drive	580N 4WD
27	Case 580N EP Tractor Loader 2 Wheel Drive -Efficient Power, Excellent Performance	580N EP 2WD
28	Case 580N EP Tractor Loader 4 Wheel Drive -Efficient Power, Excellent Performance	580N EP 4WD
29	Case 580 Super N Backhoe Loader 2 Wheel Drive	580SN 2WD
30	Case 580 Super N Backhoe Loader 4 Wheel Drive	580SN 4WD
31	Case 580 Super N Wide Track Backhoe Loader 4 Wheel Drive	580SN WT 4WD
32	Case 590 Super N Backhoe Loader 4 Wheel Drive	590SN 4WD
33	Case 621G Wheel Loader Extended Reach	621G XR
34	Case 621G Wheel Loader XT Tool Carrier (Parallel Linkage)	621G XT
35	Case 621G Wheel Loader (Z Bar Linkage)	621G Z BAR
36	Case 650M Crawler Dozer Long Track	650M LT
37	Case 650M Crawler Dozer Wide Track/Low Ground Pressure	650M WT/LGP

Item #	Description of Item	Model Number
38	Case 721G Wheel Loader Extended Reach	721G XR
39	Case 721G Wheel Loader XT Tool Carrier (Parallel Linkage)	721G XT
40	Case 721G Wheel Loader (Z Bar Linkage)	721G Z BAR
41	Case 750M Crawler Dozer Long Track	750M LT
42	Case 750M Crawler Dozer Wide Track/Low Ground Pressure	750MWT/LGP
43	Case 821G Wheel Loader Extended Reach	821G XR
44	Case 821G Wheel Loader (Z Bar Linkage)	821G Z BAR
45	Case 836C 4Wd Motor Grader	836C 4WD
46	Case 836C Awd Motor Grader	836C AWD
47	Case 850M Crawler Dozer Long Track	850M LT
48	Case 850M Crawler Dozer Wide Track/Low Ground Pressure	850M WT/LGP
49	Case 856C 4Wd Motor Grader	856C 4WD
50	Case 856C Awd Motor Grader	856C AWD
51	Case 921G Wheel Loader Extended Reach	921G XR
52	Case 921G Wheel Loader (Z Bar Linkage)	921G Z BAR
53	Case CX130D Crawler Excavator Dozer Blade	CX130D DZB
54	Case CX130D Crawler Excavator Long Undercarriage	CX130D LC
55	Case CX145D Minimum Swing Radius Excavator Dozer Blade	CX145D MSR DZ
56	Case CX145D Minimum Swing Radius Excavator	CX145D MSR LC
57	Case CX160D Crawler Excavator Long Undercarriage	CX160D
58	Case CX210D Long Reach Excavator	CX210D LR
59	Case CX210D Narrow Long Undercarriage Excavator	CX210D NRRW
60	Case CX210D Standard Long Undercarriage Excavator	CX210D STD LC
61	Case CX245D Minimum Swing Radius Crawler Excavator	CX245D MSR LC
62	Case CX245D Minimum Swing Radius Crawler Excavator With Dozer Blade	CX245D MSR LC DZ
63	Case CX250D Long Reach Excavator	CX250D LR
64	Case CX250D Standard Crawler Excavator	CX250D STD
65	Case CX290D LC Material Handler Crawler Excavator	CX290D LC MH
66	Case CX290D Lc Scrap Crawler Excavator	CX290D LC SC
67	Case CX300D Standard Crawler Excavator	CX300D STD
68	Case CX350D Long Reach Excavator	CX350D LR
69	Case CX350D Standard Crawler Excavator	CX350D STD
70	Case CX37C Mini Excavator Cab	CX37C CAB
71	Case CX37C Mini Excavator Canopy	CX37C CANOPY
72	Case CX490D Retractable Undercarriage Crawler Excavator	CX490D RTC
73	Case CX490D Standard Crawler Excavator	CX490D STD
74	Case CX500D Mass Excavation Crawler Excavator	CX500D ME

Item #	Description of Item	Model Number
75	Case CX500D Retractable Undercarriage Mass Excavator	CX500D RTC ME
76	Case CX57C Mini Excavator Cab	CX57C CAB
77	Case CX60C Mini Excavator Cab	CX60C CAB
78	Case CX750D Retractable Undercarriage Crawler Excavator	CX750D RTC
79	Case CX750D Retractable Undercarriage Mass Excavator	CX750D RTC ME
80	Case CX75C Midi Excavator	CX75C W/DZ
81	Case CX80C Midi Excavator	CX80C
82	Case DV209CD Combination Roller -High Frequency Vibratory Front Drum W	DV209CD HF
83	Case DV209D Tandem Vibratory Roller	DV209D
84	Case DV209D Tandem Vibratory Roller (High Frequency)	DV209D HF
85	Case DV210CD Combination Roller -High Frequency Vibratory Front Drum W	DV210CD HF
86	Case DV210D Tandem Vibratory Roller	DV210D
87	Case DV210D Tandem Vibratory Roller -High Frequency	DV210D HF
88	CASE SR160B SKID STEER LOADER (RADIAL LIFT)	SR160B
89	CASE SR175B SKID STEER LOADER (RADIAL LIFT)	SR175B
90	CASE SR210B SKID STEER LOADER (RADIAL LIFT)	SR210B
91	CASE SR240B SKID STEER LOADER (RADIAL LIFT)	SR240B
92	CASE SR270B SKID STEER LOADER (RADIAL LIFT)	SR270B
93	CASE SV185B SKID STEER LOADER (VERTICAL LIFT)	SV185B
94	CASE SV280B SKID STEER LOADER (VERTICAL LIFT)	SV280B
95	CASE SV340B SKID STEER LOADER (VERTICAL LIFT)	SV340B
96	CASE TR270B COMPACT TRACK LOADER (RADIAL LIFT)	TR270B
97	CASE TR310B COMPACT TRACK LOADER (RADIAL LIFT)	TR310B
98	CASE TR340B COMPACT TRACK LOADER (RADIAL LIFT)	TR340B
99	CASE TV370B COMPACT TRACK LOADER (VERTICAL LIFT)	TV370B
100	CASE TV450B COMPACT TRACK LOADER (VERTICAL LIFT)	TV450B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 6

2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Shane Moore DSM0144 Tel: DSN312-444-8635 Email: Shane.Moore@dla.mil	CODE SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2128 PERSHING AVENUE FORT EUSTIS VA 23604 USA		CODE S5111A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Atlantic Diving Supply, Inc. DBA ADS 621 Lynnhaven Pkwy Ste 400 VIRGINIA BEACH VA 23452-7448 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-20-D-0052
		10B. DATED (SEE ITEM 13) 2019 DEC 16
CODE 1CAY9	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) Brad Anderson VP of Contract Management		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 2/12/2020	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/12/20

Contract SPE8EC-20-D-0052 is hereby modified as follows:

- 1.ADS, INC Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 through 15 of the Schedule of Items (SOI) in Contract SPE8EC-20-D-0052 are hereby replaced by pages 3 through 6 of the subject modification to reflect the addition of 13 models to their current contract.
- 2.All other terms and conditions remain unchanged.

SPE8EC-20-D-0052 P00001

ADS (CASE Construction)

Description of Item	Model Number
Case CX37C Mini Excavator Cab	CX37C CAB
Case CX37C Mini Excavator Canopy	CX37C CANOPY
Case CX57C Mini Excavator Cab	CX57C CAB
Case CX60C Mini Excavator Cab	CX60C CAB
Case TR270 Compact Track Loader (Radial Lift)	TR270
Case TR310 Compact Track Loader (Radial Lift)	TR310
Case TR340 Compact Track Loader (Radial Lift)	TR340
Case TV370 Compact Track Loader (Vertical Lift)	TV370
Case TV380 Compact Track Loader (Vertical Lift)	TV380
Case CX37C Mini Excavator Cab	TV450
Case CX37C Mini Excavator Canopy	121F XT
Case CX57C Mini Excavator Cab	121F ZB
Case CX60C Mini Excavator Cab	21F XT
Case TR270 Compact Track Loader (Radial Lift)	21F ZB
Case TR310 Compact Track Loader (Radial Lift)	221F
Case TR340 Compact Track Loader (Radial Lift)	221F HS
Case TV370 Compact Track Loader (Vertical Lift)	321F
Case TV380 Compact Track Loader (Vertical Lift)	321F HS
Case DV209Cd Combination Roller (High Frequency Vibratory Front Drum With Pneumatic Rear Tires)	DV209CD HF
Case DV209D Tandem Vibratory Roller	DV209D
Case DV209D Tandem Vibratory Roller (High Frequency)	DV209D HF
Case DV210CD Combination Roller (High Frequency Vibratory Front Drum With Pneumatic Rear Tires)	DV210CD HF
Case DV210D Tandem Vibratory Roller	DV210D
Case DV210D Tandem Vibratory Roller (High Frequency)	DV210D HF
Case DV23CD Combination Roller (Vibratory Front Drum With Pneumatic Rear Tires)	DV23CD
Case DV23D Tandem Vibratory Roller	DV23D
Case DV26CD Combination Roller (Vibratory Front Drum With Pneumatic Rear Tires)	DV26CD
Case DV26D Tandem Vibratory Roller	DV26D
Case DV36D Tandem Vibratory Roller	DV36D
Case DV45CD Combination Roller	DV45CD
Case DV45D Tandem Vibratory Roller	DV45D
Case SV208D Single Drum Vibratory Roll (Pad Foot)	SV208D PF
Case SV208D Single Drum Vibratory Roll (Smooth)	SV208D SM
Case SV212D Single Drum Vibratory Roller (Pad Foot)	SV212D PF
Case SV212D Single Drum Vibratory Roller (Smooth)	SV212D SM
Case SV216D Single Drum Vibratory Roller (Pad Foot)	SV216D PF

Description of Item	Model Number
Case SV216D Single Drum Vibratory Roller (Smooth)	SV216D SM
Case 1150M Crawler Dozer Long Track	1150M LT
Case 1150M Crawler Dozer Wide Track/Low Ground Pressure	1150M WT/LGP
Case 1650M Crawler Dozer Power Angle Tilt Blade (Wide Track Or Low Ground Pressure)	1650M PAT WT/LGP
Case 1650M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	1650M PAT XLT
Case 1650M Crawler Dozer Semi U Blade (Extra Long Track)	1650M SEMI U XLT
Case 2050M Crawler Dozer Power Angle Tilt Blade (Wide Track Or Low Ground Pressure)	2050M PAT WT/LGP
Case 2050M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	2050M PAT XLT
Case 2050M Crawler Dozer Semi U Blade (Extra Long Track)	2050M SEMI U XLT
Case 2050M Crawler Dozer Straight Pt Blade (Wide Track Or Low Ground Pressure)	2050M STR PT WT/LGP
Case 650M Crawler Dozer Long Track	650M LT
Case 650M Crawler Dozer Wide Track/Low Ground Pressure	650M WT/LGP
Case 750M Crawler Dozer Long Track	750M LT
Case 750M Crawler Dozer Wide Track/Low Ground Pressure	750MWT/LGP
Case 850M Crawler Dozer Long Track	850M LT
Case 850M Crawler Dozer Wide Track/Low Ground Pressure	850M WT/LGP
Case CX130D Crawler Excavator Dozer Blade	CX130D DZB
Case CX130D Crawler Excavator Long Undercarriage	CX130D LC
Case CX145D Minimum Swing Radius Excavator Dozer Blade	CX145D MSR DZ
Case CX145D Minimum Swing Radius Excavator	CX145D MSR LC
Case CX160D Crawler Excavator Long Undercarriage	CX160D
Case CX210D Long Reach Excavator	CX210D LR
Case CX210D Narrow Long Undercarriage Excavator	CX210D NRRW
Case CX210D Standard Long Undercarriage Excavator	CX210D STD LC
Case CX245D Minimum Swing Radius Crawler Excavator	CX245D MSR LC
Case CX245D Minimum Swing Radius Crawler Excavator W/ Dozer Blade	CX245D MSR LC DZ
Case CX250D Long Reach Excavator	CX250D LR
Case CX250D Standard Crawler Excavator	CX250D STD
Case CX290D LC Material Handler Crawler Excavator	CX290D LC MH
Case CX290D Lc Scrap Crawler Excavator	CX290D LC SC
Case CX300D Standard Crawler Excavator	CX300D STD
Case CX350D Long Reach Excavator	CX350D LR
Case CX350D Standard Crawler Excavator	CX350D STD
Case CX490D Retractable Undercarriage Crawler Excavator	CX490D RTC
Case CX490D Standard Crawler Excavator	CX490D STD
Case CX500D Mass Excavation Crawler Excavator	CX500D ME
Case CX500D Retractable Undercarriage Mass Excavator	CX500D RTC ME

Description of Item	Model Number
Case CX750D Retractable Undercarriage Crawler Excavator	CX750D RTC
Case CX750D Retractable Undercarriage Mass Excavator	CX750D RTC ME
Case CX75C Midi Excavator	CX75C W/DZ
Case CX80C Midi Excavator	CX80C
Case 836C 4Wd Motor Grader	836C 4WD
Case 836C Awd Motor Grader	836C AWD
Case 856C 4Wd Motor Grader	856C 4WD
Case 856C Awd Motor Grader	856C AWD
Case SR130 Skid Steer Loader (Radial Lift)	SR130
Case SR160 Skid Steer Loader (Radial Lift)	SR160
Case SR175 Skid Steer Loader (Radial Lift)	SR175
Case SR210 Skid Steer Loader (Radial Lift)	SR210
Case SR240 Skid Steer Loader (Radial Lift)	SR240
Case SR270 Skid Steer Loader (Radial Lift)	SR270
Case SV185 Skid Steer Loader (Vertical Lift)	SV185
Case SV280 Skid Steer Loader (Vertical Lift)	SV280
Case SV340 Skid Steer Loader (Vertical Lift)	SV340
Case 570N EP Tractor Loader 2 Wheel Drive (Efficient Power, Excellent Performance)	570N EP 2WD
Case 570N EP Tractor Loader 4 Wheel Drive (Efficient Power, Excellent Performance)	570N EP 4WD
Case 580N Backhoe Loader 2 Wheel Drive	580N 2WD
Case 580N Backhoe Loader 4 Wheel Drive	580N 4WD
Case 580N EP Tractor Loader 2 Wheel Drive (Efficient Power, Excellent Performance)	580N EP 2WD
Case 580N EP Tractor Loader 4 Wheel Drive (Efficient Power, Excellent Performance)	580N EP 4WD
Case 580 Super N Backhoe Loader 2 Wheel Drive	580SN 2WD
Case 580 Super N Backhoe Loader 4 Wheel Drive	580SN 4WD
Case 580 Super N Wide Track Backhoe Loader 4 Wheel Drive	580SN WT 4WD
Case 590 Super N Backhoe Loader 2 Wheel Drive	590SN 2WD
Case 590 Super N Backhoe Loader 4 Wheel Drive	590SN 4WD
Case 1021G Wheel Loader Extended Reach	1021G XR
Case 1021G Wheel Loader (Z Bar Linkage)	1021G Z BAR
Case 1121G Wheel Loader Extended Reach	1121G XR
Case 1121G Wheel Loader (Z Bar Linkage)	1121G Z BAR
Case 521G Wheel Loader Extended Reach	521G XR
Case 521G Wheel Loader XT Tool Carrier (Parallel Linkage)	521G XT
Case 521G Wheel Loader (Z Bar Linkage)	521G Z BAR
Case 621G Wheel Loader Extended Reach	621G XR
Case 621G Wheel Loader Extended Reach	621G XR WH
Case 621G Wheel Loader XT Tool Carrier (Parallel Linkage)	621G XT
Case 621G Wheel Loader (Z Bar Linkage)	621G Z BAR

Description of Item	Model Number
Case 621G Wheel Loader (Z Bar Linkage)	621G Z BAR WH
Case 721G Wheel Loader Extended Reach	721G XR
Case 721G Wheel Loader Extended Reach	721G XR WH
Case 721G Wheel Loader XT Tool Carrier (Parallel Linkage)	721G XT
Case 721G Wheel Loader (Z Bar Linkage)	721G Z BAR
Case 721G Wheel Loader (Z Bar Linkage)	721G Z BAR WH
Case 821G Wheel Loader Extended Reach	821G XR
Case 821G Wheel Loader (Z Bar Linkage)	821G Z BAR
Case 921G Wheel Loader Extended Reach	921G XR
Case 921G Wheel Loader (Z Bar Linkage)	921G Z BAR
CASE SR160B SKID STEER LOADER (RADIAL LIFT)	SR160B
CASE SR175B SKID STEER LOADER (RADIAL LIFT)	SR175B
CASE TR270B COMPACT TRACK LOADER (RADIAL LIFT)	TR270B
CASE SV185B SKID STEER LOADER (VERTICAL LIFT)	SV185B
CASE SV280B SKID STEER LOADER (VERTICAL LIFT)	SV280B
CASE SV340B SKID STEER LOADER (VERTICAL LIFT)	SV340B
CASE TR310B COMPACT TRACK LOADER (RADIAL LIFT)	TR310B
CASE TR340B COMPACT TRACK LOADER (RADIAL LIFT)	TR340B
CASE TV370B COMPACT TRACK LOADER (VERTICAL LIFT)	TV370B
CASE TV450B COMPACT TRACK LOADER (VERTICAL LIFT)	TV450B
CASE SR210B SKID STEER LOADER (RADIAL LIFT)	SR210B
CASE SR240B SKID STEER LOADER (RADIAL LIFT)	SR240B
CASE SR270B SKID STEER LOADER (RADIAL LIFT)	SR270B

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000054198	PAGE 1 OF 1 of 15		
2. CONTRACT NO. SPE8EC-20-D-0052	3. AWARD/EFFECTIVE DATE 16-DEC-19	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE8EC-17-R-0005	6. SOLICITATION ISSUE DATE 04/05/2017			
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Robert Spadaro Jr		b. TELEPHONE NUMBER (No collect calls) (215) 737-8253	8. OFFER DUE DATE/ LOCAL TIME 05/05/2017			
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 [REDACTED]		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING To Be Shown on Each Order		
15. DELIVER TO To Be Shown On Each Order	CODE	16. ADMINISTERED BY DCMA HAMPTON 2128 PERSHING AVE FORT EUSTIS, VA 23604		CODE S5111A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR ADS INC. 621 Lynnhaven Parkway Virginia Beach, VA 23452-7448 TELEPHONE NO. (757) 416-6647	CODE 1CAY9	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P.O. Box 182317 Columbus, OH 43218-2317		CODE SL4701		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Pages 12-15 <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) \$390,343,554.00 (ESTIMATED)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. ADS OFFER DATED . 04/26/2019 . 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) Brad Anderson, VP of Contract Management		30c. DATE SIGNED 12/11/2019	31b. NAME OF CONTRACTING OFFICER (Type or print) Robert Spadaro Jr		31c. DATE SIGNED 12/17/19		

ADS, Inc. (CASE Construction)**1) CONTRACT AWARD**

a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Requests for Proposals (RFPs) SPE8EC-17-R-0005 and Amendments 0001 and 0002. It is an Indefinite Delivery/Requirements Contract under which the ADS Inc. shall function as a supplier for Construction Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-17-R-0005, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. ADS' 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.

d. ADS' confirmation of [REDACTED] Discount terms are acceptable and are incorporated into this contract.

e. CASE's Commercial Warranty was determined to be acceptable and is incorporated into the resultant contract.

f. The product base list unit prices set forth in the contractor's proposal dated April 26, 2019, and the final proposal discounts dated October 28, 2019, are applicable to the items specified in this contract and are shown on page 12 – 15 of this contract.

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

The negotiated discounts on pages 12 to 15 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order awarded under the contract. At any time, the contractor can offer discounts greater than the contractual discounts.

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

g. 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 9 of this contract.

2) CONTRACT PERIOD

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

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$390,343,554.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Construction Equipment contracts to be awarded under SPE8EC-17-R-0005, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$663,584,042.00.

3) DELIVERY ORDER LIMITATIONS

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

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

(1) Any order for a single item is excess of \$10,000,000.00

(2) Any order for a combination of items in excess of \$10,000,000.00; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

(a) The product base list unit prices set forth in the contractor's proposal dated April 26, 2019, and the final proposal discounts dated October 28, 2019, are applicable to the items specified in this contract and are shown on page 12 – 15 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) Hampton.

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 to 15 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement of a particular delivery order.

(b) F.O.B. Point

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

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

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>
Compact Wheel Loaders	[REDACTED]
Excavators	[REDACTED]
Compact Excavators (Models CX57C & CX60C)	[REDACTED]
Compact Excavators (Models CX17C & CX26C, CX30C, CX33C, CX37C)	[REDACTED]
Compaction Vibratory Rollers (Large)	[REDACTED]
Wheel Loader (1221F)	[REDACTED]
Tractor Loaders, Backhoes, Forklifts & Dozers	[REDACTED]
Skid Steer, Compact Track Loaders	[REDACTED]

Wheel Loaders



(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.

(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>
Compact Wheel Loaders		DCMA EUROPE (SGR18A)
Excavators		DCMA JAPAN (SJP10A)
Compact Excavators (Models CX57C & CX60C)		DCMA KOREA (SKR08A)
Compact Excavators (Models CX17C & CX26C, CX30C, CX33C, CX37C)		DCMA EUROPE (SGR18A)
Compaction Vibratory Rollers (Large)		DCMA EUROPE (SGR18A)
Wheel Loader (1221F)		DCMA KOREA (SKR08A)
Tractor Loaders, Backhoes, Forklifts & Dozers		DCMA Twin Cities (S2401A)
Skid Steer, Compact Track Loaders		DCMA Twin Cities (S2401A)
Wheel Loaders		DCMA Twin Cities (S2401A)

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

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

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

(d) Place of Acceptance:

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

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

(3) At destination by the receiving authority.

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

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

(2) As shown below:

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

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

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Items (OCT 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) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

(4) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(5) **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 2018) (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 (OCT 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) **Alternate I** (NOV 2011) of 52.219-3.
- (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) **Alternate I** (JAN2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) **Alternate I** (NOV 2011)
- (iii) **Alternate II** (NOV 2011)
- (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) **Alternate I** (OCT 1995) of 52.219-7
- (iii) **Alternate II** (MAR 2004) of 52.219-7
- (16) **52.219-8**, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637 (d)(2) and (3)).
- (17)(i) **52.219-9**, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637 (d)(4)).
- (ii) **Alternate I** (NOV 2016) of 52.219-9
- (iii) **Alternate II** (NOV 2016) of 52.219-9
- (iv) **Alternate III** (JAN 2017) of 52.219-9
- (v) **Alternate IV** (AUG 2018) of 52.219-9
- (18) **52.219-13**, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) **52.219-14**, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) **52.219-28**, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- (28)(i) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).

- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (30)(i) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- (31) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) **52.222-50**, Combating Trafficking in Persons (MAR 2015) (22.U.S.C. chapter 78 and E.O. 13627).
- (ii) **Alternate I** (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (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 Television (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) **52.223-16**, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (i)**Alternate I** (Jun 2014) of 52.223-16.
- (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. 13696).
- (45) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (i) 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 (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (49) **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).
- (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 (OCT 2018) (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.
- ___ (iii) **Alternate II** (FEB 2006) 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 (AUG 2018) (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) (AUG 2018) (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).

(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) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) **52.219-8**, Utilization of Small Business Concerns (OCT 2018) (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.
- (v) **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.
- (vi) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).
- (vii) **52.222-26**, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) **52.222-35**, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) **52.222-37**, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) **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.
- (xii) **52.222-41**, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii)
 - (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).
- (xiv) **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.)
- (xv) **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)
- (xvi) **52.222-54**, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) **52.222-55**, Minimum Wages under Executive Order 13658 (Dec 2015).
- (xviii) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (A) Alternate I (JAN 2017) of 52.224-3.
- (xx) **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).
- (xxi) **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.
- (xxii) **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)

SPE8EC-20-D-0052

ADS (CASE Construction)

Description of Item	Model Number
Case CX37C Mini Excavator Cab	CX37C CAB
Case CX37C Mini Excavator Canopy	CX37C CANOPY
Case CX57C Mini Excavator Cab	CX57C CAB
Case CX60C Mini Excavator Cab	CX60C CAB
Case TR270 Compact Track Loader (Radial Lift)	TR270
Case TR310 Compact Track Loader (Radial Lift)	TR310
Case TR340 Compact Track Loader (Radial Lift)	TR340
Case TV370 Compact Track Loader (Vertical Lift)	TV370
Case TV380 Compact Track Loader (Vertical Lift)	TV380
Case CX37C Mini Excavator Cab	TV450
Case CX37C Mini Excavator Canopy	121F XT
Case CX57C Mini Excavator Cab	121F ZB
Case CX60C Mini Excavator Cab	21F XT
Case TR270 Compact Track Loader (Radial Lift)	21F ZB
Case TR310 Compact Track Loader (Radial Lift)	221F
Case TR340 Compact Track Loader (Radial Lift)	221F HS
Case TV370 Compact Track Loader (Vertical Lift)	321F
Case TV380 Compact Track Loader (Vertical Lift)	321F HS
Case DV209Cd Combination Roller (High Frequency Vibratory Front Drum With Pneumatic Rear Tires)	DV209CD HF
Case DV209D Tandem Vibratory Roller	DV209D
Case DV209D Tandem Vibratory Roller (High Frequency)	DV209D HF
Case DV210CD Combination Roller (High Frequency Vibratory Front Drum With Pneumatic Rear Tires)	DV210CD HF
Case DV210D Tandem Vibratory Roller	DV210D
Case DV210D Tandem Vibratory Roller (High Frequency)	DV210D HF
Case DV23CD Combination Roller (Vibratory Front Drum With Pneumatic Rear Tires)	DV23CD
Case DV23D Tandem Vibratory Roller	DV23D
Case DV26CD Combination Roller (Vibratory Front Drum With Pneumatic Rear Tires)	DV26CD
Case DV26D Tandem Vibratory Roller	DV26D
Case DV36D Tandem Vibratory Roller	DV36D
Case DV45CD Combination Roller	DV45CD
Case DV45D Tandem Vibratory Roller	DV45D
Case SV208D Single Drum Vibratory Roll (Pad Foot)	SV208D PF
Case SV208D Single Drum Vibratory Roll (Smooth)	SV208D SM
Case SV212D Single Drum Vibratory Roller (Pad Foot)	SV212D PF
Case SV212D Single Drum Vibratory Roller (Smooth)	SV212D SM

Description of Item	Model Number
Case SV216D Single Drum Vibratory Roller (Pad Foot)	SV216D PF
Case SV216D Single Drum Vibratory Roller (Smooth)	SV216D SM
Case 1150M Crawler Dozer Long Track	1150M LT
Case 1150M Crawler Dozer Wide Track/Low Ground Pressure	1150M WT/LGP
Case 1650M Crawler Dozer Power Angle Tilt Blade (Wide Track Or Low Ground Pressure)	1650M PAT WT/LGP
Case 1650M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	1650M PAT XLT
Case 1650M Crawler Dozer Semi U Blade (Extra Long Track)	1650M SEMI U XLT
Case 2050M Crawler Dozer Power Angle Tilt Blade (Wide Track Or Low Ground Pressure)	2050M PAT WT/LGP
Case 2050M Crawler Dozer Power Angle Tilt Blade (Extra Long Track)	2050M PAT XLT
Case 2050M Crawler Dozer Semi U Blade (Extra Long Track)	2050M SEMI U XLT
Case 2050M Crawler Dozer Straight Pt Blade (Wide Track Or Low Ground Pressure)	2050M STR PT WT/LGP
Case 650M Crawler Dozer Long Track	650M LT
Case 650M Crawler Dozer Wide Track/Low Ground Pressure	650M WT/LGP
Case 750M Crawler Dozer Long Track	750M LT
Case 750M Crawler Dozer Wide Track/Low Ground Pressure	750MWT/LGP
Case 850M Crawler Dozer Long Track	850M LT
Case 850M Crawler Dozer Wide Track/Low Ground Pressure	850M WT/LGP
Case CX130D Crawler Excavator Dozer Blade	CX130D DZB
Case CX130D Crawler Excavator Long Undercarriage	CX130D LC
Case CX145D Minimum Swing Radius Excavator Dozer Blade	CX145D MSR DZ
Case CX145D Minimum Swing Radius Excavator	CX145D MSR LC
Case CX160D Crawler Excavator Long Undercarriage	CX160D
Case CX210D Long Reach Excavator	CX210D LR
Case CX210D Narrow Long Undercarriage Excavator	CX210D NRRW
Case CX210D Standard Long Undercarriage Excavator	CX210D STD LC
Case CX245D Minimum Swing Radius Crawler Excavator	CX245D MSR LC
Case CX245D Minimum Swing Radius Crawler Excavator W/ Dozer Blade	CX245D MSR LC DZ
Case CX250D Long Reach Excavator	CX250D LR
Case CX250D Standard Crawler Excavator	CX250D STD
Case CX290D LC Material Handler Crawler Excavator	CX290D LC MH
Case CX290D Lc Scrap Crawler Excavator	CX290D LC SC
Case CX300D Standard Crawler Excavator	CX300D STD
Case CX350D Long Reach Excavator	CX350D LR
Case CX350D Standard Crawler Excavator	CX350D STD
Case CX490D Retractable Undercarriage Crawler Excavator	CX490D RTC
Case CX490D Standard Crawler Excavator	CX490D STD

Description of Item	Model Number
Case CX500D Mass Excavation Crawler Excavator	CX500D ME
Case CX500D Retractable Undercarriage Mass Excavator	CX500D RTC ME
Case CX750D Retractable Undercarriage Crawler Excavator	CX750D RTC
Case CX750D Retractable Undercarriage Mass Excavator	CX750D RTC ME
Case CX75C Midi Excavator	CX75C W/DZ
Case CX80C Midi Excavator	CX80C
Case 836C 4Wd Motor Grader	836C 4WD
Case 836C Awd Motor Grader	836C AWD
Case 856C 4Wd Motor Grader	856C 4WD
Case 856C Awd Motor Grader	856C AWD
Case SR130 Skid Steer Loader (Radial Lift)	SR130
Case SR160 Skid Steer Loader (Radial Lift)	SR160
Case SR175 Skid Steer Loader (Radial Lift)	SR175
Case SR210 Skid Steer Loader (Radial Lift)	SR210
Case SR240 Skid Steer Loader (Radial Lift)	SR240
Case SR270 Skid Steer Loader (Radial Lift)	SR270
Case SV185 Skid Steer Loader (Vertical Lift)	SV185
Case SV280 Skid Steer Loader (Vertical Lift)	SV280
Case SV340 Skid Steer Loader (Vertical Lift)	SV340
Case 570N EP Tractor Loader 2 Wheel Drive (Efficient Power, Excellent Performance)	570N EP 2WD
Case 570N EP Tractor Loader 4 Wheel Drive (Efficient Power, Excellent Performance)	570N EP 4WD
Case 580N Backhoe Loader 2 Wheel Drive	580N 2WD
Case 580N Backhoe Loader 4 Wheel Drive	580N 4WD
Case 580N EP Tractor Loader 2 Wheel Drive (Efficient Power, Excellent Performance)	580N EP 2WD
Case 580N EP Tractor Loader 4 Wheel Drive (Efficient Power, Excellent Performance)	580N EP 4WD
Case 580 Super N Backhoe Loader 2 Wheel Drive	580SN 2WD
Case 580 Super N Backhoe Loader 4 Wheel Drive	580SN 4WD
Case 580 Super N Wide Track Backhoe Loader 4 Wheel Drive	580SN WT 4WD
Case 590 Super N Backhoe Loader 2 Wheel Drive	590SN 2WD
Case 590 Super N Backhoe Loader 4 Wheel Drive	590SN 4WD
Case 1021G Wheel Loader Extended Reach	1021G XR
Case 1021G Wheel Loader (Z Bar Linkage)	1021G Z BAR
Case 1121G Wheel Loader Extended Reach	1121G XR
Case 1121G Wheel Loader (Z Bar Linkage)	1121G Z BAR
Case 521G Wheel Loader Extended Reach	521G XR
Case 521G Wheel Loader XT Tool Carrier (Parallel Linkage)	521G XT

Description of Item	Model Number
Case 521G Wheel Loader (Z Bar Linkage)	521G Z BAR
Case 621G Wheel Loader Extended Reach	621G XR
Case 621G Wheel Loader Extended Reach	621G XR WH
Case 621G Wheel Loader XT Tool Carrier (Parallel Linkage)	621G XT
Case 621G Wheel Loader (Z Bar Linkage)	621G Z BAR
Case 621G Wheel Loader (Z Bar Linkage)	621G Z BAR WH
Case 721G Wheel Loader Extended Reach	721G XR
Case 721G Wheel Loader Extended Reach	721G XR WH
Case 721G Wheel Loader XT Tool Carrier (Parallel Linkage)	721G XT
Case 721G Wheel Loader (Z Bar Linkage)	721G Z BAR
Case 721G Wheel Loader (Z Bar Linkage)	721G Z BAR WH
Case 821G Wheel Loader Extended Reach	821G XR
Case 821G Wheel Loader (Z Bar Linkage)	821G Z BAR
Case 921G Wheel Loader Extended Reach	921G XR
Case 921G Wheel Loader (Z Bar Linkage)	921G Z BAR