

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SPE8EC		7. ADMINISTERED BY (If other than Item 6) CODE		S2101A	
DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PH LADELPHIA PA 19111-5096 USA Initiator: Cherie Crowe DCC0123 Email: Cherie.Crowe@dla.mil				DCMA BALTIMORE 217 E REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299 USA			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
WERRES CORPORATION 807 E SOUTH ST FREDERICK MD 21701-5737 USA						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-20-D-0058	
						10B. DATED (SEE ITEM 13) 2020 APR 29	
CODE 2B058		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) and Add/Delete Language within 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert Singley	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Robert Singley	2022 OCT 04
		(Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EC-20-D-0058 / P00006	PAGE 2 OF 3 PAGES
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In accordance with FAR Clause 52.216-2, Economic Price Adjustment -Standard Supplies on page 25 of the solicitation, this contract is hereby modified to reflect a 20% aggregate Economic Price Adjustment ceiling for Base Years 3 and 4 of the subject contract. Only two (2) economic Price Adjustments are permitted per year.

Werres Corporation (Raymond) - Material Handling Equipment**SPE8EC-20-D-0058 P00006**

Item #	Description of Proposed Item	Make/ Model Number of Proposed item
1	Stand-up Counterbalanced Truck	4150
2	Stand-up Counterbalanced Truck	4250
3	3-Wheel Sit-down Counterbalanced Truck	4460
4	4-Wheel Sit-down Counterbalanced Truck	4750
6	Reach Truck	7200
7	Reach Truck	7300
8	Reach Truck	7500
9	Reach Truck	7520
10	Reach Truck	7700
11	Reach Truck	7720
12	Reach Truck - 4-Directional	7310
13	Deep-Reach Truck	7200
14	Deep-Reach Truck	7300
15	Deep-Reach Truck	7500
16	Deep-Reach Truck	7520
17	Deep-Reach Truck	7700
18	Deep-Reach Truck	7720
19	Orderpicker	5300
20	Orderpicker	5500
21	Orderpicker	5600
22	Swing-Reach Truck	9600
23	Swing-Reach Truck	9700
24	Swing-Reach Truck	9800
25	Transtacker	TRT
26	Sideloader Truck	9300
27	Sideloader Truck	9400
28	Walkie Straddle Truck	6210
29	Walkie Straddle Truck	RSS
30	Walkie Reach Truck	RRS
31	Walkie Counterbalanced	RCS
32	Walkie Pallet Truck	8210
33	Walkie Pallet Truck	8250
34	Walkie Pallet Truck	8310
35	Walkie Pallet Truck	8410
36	Walkie Pallet Truck	8510
37	Tow Tractor	8610
38	2nd Level Orderpicker	8720
40	Courier Pallet Truck	3010
41	Courier Tow Tractor	3020

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000051833		PAGE 1 OF 1 of 11	
2. CONTRACT NO. SPE8EC-20-D-0058		3. AWARD/EFFECTIVE DATE 2020 APRIL 29		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE8EC-17-R-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Louis Cooker		b. TELEPHONE NUMBER (No collect calls) (215)737-0342		6. SOLICITATION ISSUE DATE 12/02/2016	
9. ISSUED BY DLA Troop Support Construction & Equipment (Supply Chain) 700 Robbins Avenue Philadelphia, PA 19111-5096				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 		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING To Be Shown on Each Order	
15. DELIVER TO To Be Shown On Each Order				16. ADMINISTERED BY DCMA Baltimore 217 East Redwood Street, Suite 1800 Baltimore, MD 21202-3375			
17a. CONTRACTOR/ OFFEROR Werres Corporation 807 E. South St. Frederick, MD 21701-5737		18a. PAYMENT WILL BE MADE BY DFAS (SL4701) BSM P.O. Box 182317 Columbus, OH 43218-2317		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
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 Page 11						
				(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 <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					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		
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. Werres Corp. OFFER DATED 01/28/2019 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: (All) MHE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) COOKER.LOUIS.A.1229118125 Digitally signed by COOKER.LOUIS.A.1229118125 Date: 2020.04.29 10:28:27 -04'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) Thomas L. Samsel, Government Sales		30c. DATE SIGNED 4/28/20		31b. NAME OF CONTRACTING OFFICER (Type or print) Louis A. Cooker		31c. DATE SIGNED 4/29/2020	

Werres Corporation**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 Request 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), terms and conditions of RFP 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. FAR 52.216-2, Economic Price Adjustment – Standard Supplies (Jan 1997), which was completed by Werres Corporation and returned to DLA Troop Support on January 6, 2020 is hereby incorporated into the contract.
- d. Werres Corporation's Remittance Address as received on January 6, 2020 is hereby incorporated into the contract.
- e. The Representation of Extent of Transportation by Sea Provision, which was completed by Werres Corporation and returned to DLA Troop Support on January 6, 2020 is hereby incorporated into the contract.
- f. In performance of this contract, any transportation of supplies by sea must comply with DFARS 252.247-7023, Transportation of Supplies by Sea – Basic (FEB 2019).
- g. The Raymond Corporation's approved Commercial Small Business Subcontracting Plan is valid through September 31, 2021.
- h. The product base list unit prices and the final proposal discounts dated January 9, 2020, are applicable to the items specified in and shown on page 11 of this contract.

The proposed product base list unit prices are from Werres Corporation's [REDACTED] Commercial Price List with exception of the Automated Lift Truck series' Courier Pallet Truck (3010) and Courier Tow Tractor (3020), which are from Werres Corporation's [REDACTED] Commercial Price List.

The negotiated discounts on page 11 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.

i. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 6 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 Material Handling Equipment (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 January 28, 2019 and the final proposal discounts dated March 9, 2020 are applicable to the items specified in this contract and are shown on page 11 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) Baltimore, MD.

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 (DEC 2018)

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 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)
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 (DEC 2019)
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 (DEC 2019)
DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)
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 (SEP 2019)
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 (APR 2019)
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 (DEC 2018)
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 (FEB 2019)
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 (FEB 2019)

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 11 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, 2, 5 – 27	[REDACTED]
3, 4	[REDACTED]
28 - 41	[REDACTED]

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

(b) Place of Packaging, Packing and Marking:

☐ (1) Same as shown in a(1) above.

☒ (2) As shown below:

<u>ITEM NO.</u>	<u>PLACE OF PACKAGING, PACKING AND MARKING</u>
ALL	[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>
ALL	[REDACTED]	DCMA Syracuse (S3306A)

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

☐ (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.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2020)**

(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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- (5) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (6) 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:

[Contracting Officer check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 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.)
- X (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- X (9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).
- ___ (ii) **Alternate I** (MAR 2020) of **52.219-3**.
- ___ (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) **Alternate I** (MAR 2020) of **52.219-4**.
- ___ (13) [Reserved]
- ___ (14)(i) **52.219-6**, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- ___ (ii) **Alternate I** (MAR 2020)
- ___ (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- ___ (ii) **Alternate I** (MAR 2020) of **52.219-7**
- X (16) **52.219-8**, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637 (d)(2) and (3)).
- X (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**
- X (iii) **Alternate II** (NOV 2016) of **52.219-9**
- ___ (iv) **Alternate III** (NOV 2016) of **52.219-9**
- ___ (v) **Alternate IV** (AUG 2018) of **52.219-9**
- ___ (18)(i) **52.219-13**, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) **Alternate I** (MAR 2020) of **52.219-13**
- ___ (19) **52.219-14**, Limitations on Subcontracting (MAR 2020) (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 (MAR 2020) (15 U.S.C. 657f).
- X (22)(i) **52.219-28**, Post Award Small Business Program Representation (MAR 2020) (15 U.S.C. 632(a)(2)).
- ___ (ii) **Alternate I** (MAR 2020) of **52.219-28**
- ___ (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (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)).
- ___ (25) **52.219-32**, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ___ (26) **52.219-33**, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- X (27) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- X (28) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- X (29) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) **Alternate I** (FEB 1999) of **52.222-26**.
- X (31)(i) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ___ (ii) **Alternate I** (July 2014) of **52.222-35**.
- X (32)(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**.
- X (33) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- X (34) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)

- X (35)(i) **52.222-50**, Combating Trafficking in Persons (JAN 2019) (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 (36) **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.)
- (37) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) **Alternate I** (May 2008) of **52.223-9** (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- (39) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) **52.223-13**, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- (ii) **Alternate I** (Oct 2015) of **52.223-13**.
- (41)(i) **52.223-14**, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) **Alternate I** (Jun 2014) of **52.223-14**.
- (42) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43)(i) **52.223-16**, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) **Alternate I** (Jun 2014) of **52.223-16**.
- X (44) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (45) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
- (46) **52.223-21**, Foams (Jun 2016) (E.O. 13696).
- (47) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) **Alternate I** (JAN 2017) of **52.224-3**.
- (48) **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (49) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) **Alternate I** (May 2014) of **52.225-3**.
- (iii) **Alternate II** (May 2014) of **52.225-3**.
- (iv) **Alternate III** (May 2014) of **52.225-3**.
- (50) **52.225-5**, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (51) **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (56) **52.232-30**, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (57) **52.232-33**, Payment by Electronic Funds Transfer— System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (58) **52.232-34**, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (13)).

- ___ (62) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) **Alternate I** (APR 2003) of **52.247-64**.
- ___ (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) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) **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.

(vi) **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**.

(vii) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).

(viii) **52.222-26**, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) **52.222-35**, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) **52.222-37**, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xii) **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**.

(xiii) **52.222-41**, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiv) ____ (A) **52.222-50**, Combating Trafficking in Persons (JAN 2019) (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).

(xv) **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.)

(xvi) **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)

(xvii) **52.222-54**, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xviii) **52.222-55**, Minimum Wages under Executive Order 13658 (Dec 2015).

(xix) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a). (B) **Alternate I** (Jan 2017) of **52.224-3**.

(xxi) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxiii) **52.247-64**, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause **52.247-64**.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.(End of Clause)

(End of Clause)

Werres Corporation (Raymond) - Material Handling Equipment

SPE8EC-20-D-0058

Item #	Description of Proposed Item	Make/ Model Number of Proposed item
1	Stand-up Counterbalanced Truck	4150
2	Stand-up Counterbalanced Truck	4250
3	3-Wheel Sit-down Counterbalanced Truck	4460
4	4-Wheel Sit-down Counterbalanced Truck	4750
5	Reach Truck	40
6	Reach Truck	7200
7	Reach Truck	7300
8	Reach Truck	7500
9	Reach Truck	7520
10	Reach Truck	7700
11	Reach Truck	7720
12	Reach Truck - 4-Directional	7310
13	Deep-Reach Truck	7200
14	Deep-Reach Truck	7300
15	Deep-Reach Truck	7500
16	Deep-Reach Truck	7520
17	Deep-Reach Truck	7700
18	Deep-Reach Truck	7720
19	Orderpicker	5300
20	Orderpicker	5500
21	Orderpicker	5600
22	Swing-Reach Truck	9600
23	Swing-Reach Truck	9700
24	Swing-Reach Truck	9800
25	Transtacker	TRT
26	Sideloader Truck	9300
27	Sideloader Truck	9400
28	Walkie Straddle Truck	6210
29	Walkie Straddle Truck	RSS
30	Walkie Reach Truck	RRS
31	Walkie Counterbalanced	RCS
32	Walkie Pallet Truck	8210
33	Walkie Pallet Truck	8250
34	Walkie Pallet Truck	8310
35	Walkie Pallet Truck	8410
36	Walkie Pallet Truck	8510
37	Tow Tractor	8610
38	2nd Level Orderpicker	8720
39	Walkie Pallet Truck	8900
40	Courier Pallet Truck	3010
41	Courier Tow Tractor	3020

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