

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000054440	PAGE 1 OF 1 of 15
2. CONTRACT NO. SPE8EC-20-D-0060	3. AWARD/EFFECTIVE DATE 12-June-2020	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE8EC-17-R-0007	6. SOLICITATION ISSUE DATE 05/18/2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Robert Spadaro Jr	b. TELEPHONE NUMBER (No collect calls) (215) 737-8253	8. OFFER DUE DATE/ LOCAL TIME 06/19/2017	
9. ISSUED BY DLA Troop Support Construction & Equipment (HEPP) 700 Robbins Avenue Philadelphia, PA 19111-5096 Email: Robert.Spadaro@dla.mil		CODE SPE8EC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333111 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 1,250 <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		CODE	16. ADMINISTERED BY DCMA St. Petersburg 830 Central Avenue, Suite 500 St. Petersburg, 33701		
17a. CONTRACTOR/ OFFEROR Federal Contracts Corp 12918 N Nebraska Ave Tampa, FL 33612-4446 TELEPHONE NO. (813) 631-0000	CODE 3VCK4	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		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
	See Pages 11-15 <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) \$111,330,285.00 (ESTIMATED)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Federal Contracts Corp</u> OFFER DATED <u>10/15/2019</u> . YOUR OFFER ON SOLICITATION (BLoCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>ALL</u>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Stephanie Collier, Operations Officer		30c. DATE SIGNED 06/10/2020	31b. NAME OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr		31c. DATE SIGNED 12-JUN-2020

Federal Contracts Corp (CAGE Code: 3VCK4)**1) CONTRACT AWARD**

a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Requests for Proposals (RFPs) SPE8EC-17-R-0007 as amended by Amendments 0001 & 0002. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Agricultural Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-17-R-0007, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. The Discount Terms, as referenced on page 1 of the solicitation, was completed by Federal Contracts Corp and returned to DLA Troop Support on April 20, 2020 and is hereby incorporated into the contract.

d. The product base list unit prices set forth in the contractor's proposal dated October 15, 2019, and the final proposal discounts dated May 13, 2020, are applicable to the items specified in this contract and are shown on pages 11 through 13 of this contract.

The proposed product base list unit prices are from Federal Contracts Corp [REDACTED] Commercial Price List.

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

e. 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 (OCT 2015)

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

3) DELIVERY ORDER LIMITATIONS

- (a) **Minimum Order:** When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
- (b) **Maximum Order:** The Contractor is not obligated to honor -
- (1) Any order for a single item is excess of \$50,000,000.00
 - (2) Any order for a combination of items in excess of \$50,000,000.00; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.
- (c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

(a) The product base list unit prices set forth in the contractor's proposal dated October 15, 2019, and the final proposal discounts dated May 13, 2020, are applicable to the items specified in this contract and are shown on page 11 through 13 of this contract.

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

5) PAYMENT

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

[REDACTED]

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

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, Antiterrorism Awareness Training for Contractors (FEB 2019)
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) (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 (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 (DEC 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)

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 11-13 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 (unless FMS requirement, which per the FAR, must be FOB Origin) 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:

ITEM NO.

PLANT NAME AND ADDRESS

ALL

[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)

(2) As shown below:

MANUFACTURING FACILITY

PLACE OF PACKAGING, PACKING AND MARKING

(c) Place of Government Inspection:

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

ITEM NO.

PLANT NAME AND ADDRESS

GOVERNMENT INSPECTION OFFICE

ALL

[REDACTED]

[REDACTED]

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

ITEM NO.

PLANT NAME AND ADDRESS

GOVERNMENT INSPECTION OFFICE

(3) At destination

(d) Place of Acceptance:

(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.

[REDACTED]

[REDACTED]

[REDACTED]

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 889(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 and 108-78 (19 U.S.C. 3805note)).

(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.]

(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) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 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. 6101note).

- (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.
- (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 (Mar 2020) (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 (Mar 2020) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9
- (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (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 (Mar 2020) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (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 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 (Mar 2020) (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)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (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. chapter78 and E.O. 13627).
- (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 Televisions (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. 13693).
- ___ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - ___ (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).
- ___ (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 (l) of FAR clause 52.222-17.
- (vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (viii) 52.222-26, Equal Opportunity (Sep 2015) (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 and 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)

SPE8EC-20-D-0060

Federal Contracts Corp - Mfr: Vermeer

ITEM #	Item Description	Model
1	Brush Chipper with 173HP John Deere T4F	AX19001
2	Brush Chipper with 3.0L Gas	BC1000XL420
3	Brush Chipper with 74HP Deutz Tier 4 Final	BC1000XL421
4	Brush Chipper with 49HP Deutz Tier 4 Final	BC1000XL426
5	Brush Chipper with 135HP Gas Engine (Includes BC1200XL006, BC1200XL075, and BC1200XL089)	BC1200XL013
6	Brush Chipper with 130HP Cummins Diesel Tier 4 Final	BC1500009
7	Brush Chipper with PSI 5.7L Gasoline	BC1500010
8	Brush Chipper with 130HP Cummins Tier 4 Final	BC1800XL113
9	Brush Chipper with 139HP John Deere Tier 4 Final	BC1800XL114
10	Brush Chipper with 173HP T4F	BC1800XL115
11	Brush Chipper with PSI 5.7L Gasoline	BC1800XL119
12	Brush Chipper with 275HP Cummins QSB6.7 Tier 4 Final (Includes BC2100XL105 and BC2100XL060)	BC2100XL101
13	Brush Chipper with Kohler EFI Gas Engine	BC700XL001
14	Brush Chipper with Briggs Gas Manual Clutch	BC900XL002
15	Brush Chipper with Briggs Gas Centrifugal Clutch	BC900XL004
16	Concrete Cutter with Tier 4 Final Engine	CC155005
17	PTO-Driven Drum Style Compost Turner	CT612001
18	Engine-Driven Drum Style Tow Behind Compost Turner with 275HP Engine and Fixed Fan (Includes CT616010)	CT616003
19	Self-Propelled Drum Style Compost Turner with 540HP CAT C15 Tier 4 Final Engine (Includes CT718010)	CT718002
20	Compact Track Mini Skid Steer with 40HP Kohler Engine	CTX100001
21	Compact Track Mini Skid Steer with 25HP Kohler Gas Engine	CTX50001
22	Forestry Mulcher with 120HP Cummins Tier 4F/Stage IV	FT100003
23	Forestry Mulcher with 300HP Cummins Tier 4F/Stage IV Engine (Includes FT300004 and FT300055)	FT300012
24	Horizontal Grinder with FPT C13 515HP T4F/Stage IV Engine (Includes HG4000011)	HG4000002
25	Horizontal Grinder with 500HP 460V/60HZ NEMA Power Unit (Includes HG4000E020)	HG4000E002
26	Horizontal Grinder with 500HP 460V/60HZ NEMA Power Unit (Includes HG4000EM020)	HG4000EM002
27	Horizontal Grinder with CAT C18 755HP Tier 4F Engine includes Standard Cool Package (Includes HG6000018 and HG6000380)	HG6000004

ITEM #	Item Description	Model
28	Horizontal Grinder, Skid Mount, with 700HP 460V/60HZ NEMA Power Unit (Includes HG6000E015)	HG6000E004
29	Horizontal Grinder Bio-Processor with 700HP 460V/60HZ NEMA Power Unit (Includes HG6000E015)	HG6000E007
30	Horizontal Grinder with CAT C18 755HP Tier 4F Engine includes PT Tech Wet Clutch (Includes HG6000TX018)	HG6000TX003
31	Horizontal Grinder with CAT C27 950HP Tier 4F/Stage IV Engine (Includes HG6800TX011)	HG6800TX001
32	Horizontal Force Feed Grinder	HG8000001
33	Pile Driver with 49HP Deutz Diesel Tier 4F Engine	PD10004
34	Pile Driver with 49HP Deutz Diesel 4F Engine	PD10R001
35	Plow Tractor with Kubota Gas Engine	PTX40001
36	Plow Tractor with Kubota Gas Engine	PTX44001
37	Tractor, Std Hyd, Tier 4F EPA Engine (Includes RTX1250160 and RTX1250040)	RTX12501003
38	Tilt Tractor, Std Hyd, Tier 4F EPA Engine (Includes RTX1250160 and RTX1250040)	RTX12501004
39	Tractor, Soc Hyd, Tier 4F EPA Engine (Includes RTX1250160 and RTX1250040)	RTX12501005
40	Tilt Tractor, Soc Hyd, Tier 4F EPA Engine (Includes RTX1250160 and RTX1250040)	RTX12501006
41	Tractor with Deutz T4F TCD3.6 Engine (Includes RTX1250I2030 and RTX1250I2045)	RTX1250I2001
42	Tilt Tractor with Deutz T4F TCD3.6 Engine (Includes RTX1250I2030 and RTX1250I2045)	RTX1250I2002
43	Trencher with 13HP Honda Engine	RTX130001
44	Trencher with 13HP Honda Engine and Electric Start	RTX130002
45	Trencher with 20HP Kohler Engine	RTX200001
46	Trencher with 25HP Kohler EFI Gas Engine	RTX250001
47	Trencher Tractor with 49HP Deutz 2.9L4 Tier 4F Engine	RTX450003
48	Trencher Tractor with 67HP Deutz TD2.9L4 Tier 4F Engine	RTX550002
49	Trencher Tractor with 74HP Deutz TD2.9L4 Tier 4F Engine	RTX750004
50	Compact Track Mini Skid Steer with 25HP Kubota Diesel Engine	S450TX002
51	Compact Track Mini Skid Steer with 40HP 1605 Kubota Gas Engine	S800TX002
52	Compact Track Mini Skid Steer with 24.8 HP D1505 Kubota Diesel T4F (Includes S925TX011 and S925TX030)	S925TX001
53	Stump Cutter with Kohler Gas Engine	SC292011
54	Stump Cutter with Kohler EFI Gas Engine	SC30TX001
55	Stump Cutter with Briggs & Stratton Gas Engine	SC362011
56	Stump Cutter with 40HP Diesel T4F Engine	SC40TX001

ITEM #	Item Description	Model
57	Stump Cutter with 56HP Kohler DSL/Rub. Tire-4WD	SC552001
58	Stump Cutter with 60HP T4F Diesel Rubber Track	SC60TX015
59	Stump Cutter with 67HP Cat T4F Diesel Rubber Track	SC70TX001
60	Stump Cutter with 74HP Deutz DSL Tier 4F and Manual Controls	SC802011
61	Stump Cutter with 74HP Deutz DSL Tier 4F and Remote Controls	SC802012
62	Stump Cutter with 74HP Deutz DSL/Rub. Tire/4WD Tier 4 Final	SC852004
63	Plow with 25 HP Kohler EFI Gas Engine	SPX25001
64	Commander T1055III Tractor with 415HP Tier 4 Final /Stage IV C13 CAT Engine (Includes T1055III005 and T1055III076)	T1055III006
65	Commander T1155III Tractor with 540HP Tier 4 Final/Stage IV C15 CAT Engine (Includes T1155III005 and T1155III074)	T1155III006
66	Commander T1255III Tractor with 600HP Tier 4 Final/Stage IV CAT Engine (Includes T1255III005 and T1255III075)	T1255III006
67	Commander T1655III Tractor with 1200HP Tier 3 CAT Engines	T1655III002
68	Commander T555III Tractor with 185HP Tier 4 Final/Stage IV 6.8L John Deere Engine (Includes T555III005 and T555III065)	T555III006
69	Commander T558III Tractor with 185HP Tier 4 Final/Stage IV 6.8L John Deere 6068 Diesel Engine	T558III001
70	Commander T655III Tractor with 250HP Final Tier 4/Stage IV 9.0L John Deere Engine (Includes T655III005 and T655III065)	T655III006
71	Commander T755III Tractor with 275HP Final Tier 4/Stage IV 9.0L John Deere Engine (Includes T755III005 and T755III065)	T755III006
72	Commander T855III Tractor with 350HP Tier 4 Final/Stage IV C9 CAT Engine (Includes T855III005 and T855III065)	T855III006
73	Commander T955III Tractor with 415HP Tier 4 Final/Stage IV C13 CAT Engine (Includes T955III005 and T955III076)	T955III006
74	Tub Grinder with 2 Axle for Nonloader with CAT C15 540HP Engine (Includes TG5000030)	TG5000005
75	Tub Grinder with 3 Axle for Nonloader with CAT C15 540HP Engine (Includes TG5000030)	TG5000006
76	Tub Grinder with 3 Axle for Loader with CAT C15 540HP Engine (Includes TG5000030)	TG5000007
77	Tub Grinder with 500HP 460V/60HZ NEMA Power Unit (Includes TG5000E016)	TG5000E001
78	Tub Grinder with CAT C27 950HP Tier 4F/Stage IV Engine (Includes TG7000025)	TG7000020
79	Tub Grinder with 1000HP 460V/60HZ NEMA Power Unit Power Unit (Includes TG7000E016)	TG7000E001
80	Tub Grinder with Tier 4F/Stage IV Engine	TG9000001
81	Trailer for Forestry Cutters	TLR33001
82	Trailer for Forestry Cutters with Electric Brakes	TLR33002
83	Self-Contained Trommel Screen with Cummins 120HP Tier 4F Engine (Includes TR521011)	TR521003

ITEM #	Item Description	Model
84	Self-Contained Trommel Screen with Deutz 74 HP Tier 4F Engine with Fixed Fan (Includes TR5300011)	TR5300001
85	Self-Contained Trommel Screen with Cummins 120HP Tier 4F Engine (Includes TR620011)	TR620001
86	Self-Contained Trommel Screen with JD 134HP Tier 4F Engine (Includes TR626011)	TR626004
87	Whole Tree Chipper with Cat C13 440HP WC2300XL Engine (Includes WC2300XL003)	WC2300XL014
88	Whole Tree Chipper with Cummins 600HP Tier 4F/Stage IV	WC2500TX302
89	Whole Tree Chipper with Cummins 600HP Tier 4F/Stage IV	WC2500XL002
90	Tractor with Deutz T4F TCD3.6 Engine (Includes XTS1250I2030)	XTS1250I2001