



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000054198	PAGE 1 OF 1 of 10
2. CONTRACT NO. SPE8EC-20-D-0064	3. AWARD/EFFECTIVE DATE 2020 AUG 27	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 Hutkowski.	b. TELEPHONE NUMBER (No collect calls) (215)737-7447	8. OFFER DUE DATE/ LOCAL TIME 05/05/2021	
9. ISSUED BY DLA Troop Support Construction & Equipment (Supply Chain) 700 Robbins Avenue Philadelphia, PA 19111-5096 Robert.Hutkowski@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: 335999 <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 type="checkbox"/>	
15. DELIVER TO To Be Shown On Each Order		CODE	16. ADMINISTERED BY DCMA Atlanta 2300 Lake Park Drive, Suite 300 Smyrna, GA 30080 Criticality: C		
17a. CONTRACTOR/ OFFEROR JCB, Inc. 2000 Bamford Blvd. Pooler, GA 31322		CODE OJKFO	18a. PAYMENT WILL BE MADE BY DFAS (SL4701) BSM P.O. Box 182317 Columbus, OH 43218-2317		CODE SL4701
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <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
	See Attachment 1				
				23. UNIT PRICE	24. AMOUNT
				<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	
<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. JCB, Inc. OFFER DATED 12/12/2018 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: PortablePower		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <small>HUTKOWSKI, ROBERT, J. 122896681 Digitally signed by Robert Hutkowski, DN: cn=Robert Hutkowski, o=DLA, ou=US, email=robert.hutkowski@dla.mil</small>		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
			Robert Hutkowski		2020 AUG 27

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TELEPHONE NO. 912-447-2000		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
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25. ACCOUNTING AND APPROPRIATION DATA To Be Shown On Each Order			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$390,343,554.00 (ESTIMATED)			
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Viengkeo Johnson Contracts Manager		30c. DATE SIGNED 25 Aug. 2020	31b. NAME OF CONTRACTING OFFICER (Type or print) Robert Hutkowski		31c. DATE SIGNED	

JCB, INCORPORATED**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, as amended by Amendments 0001 and 0002. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for commercial type Construction Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of Request for Proposal, 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. The product base list unit prices set forth in the contractor's proposal dated December 12, 2018 and the final proposal discounts dated February 7, 2020 are applicable to the items specified in this contract and are shown on Attachment 1 of this contract.

d. The product base list unit prices are from JCB, Inc.'s Company's [REDACTED] Commercial Price List.

e. The negotiated discounts on Attachment 1 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. Volume Discounts: JCB's quantity/volume discounts are reflected on Attachment 1 of this contract.

g. JCB Inc.'s Individual Subcontracting Plan, approved by the DLA Troop Support's Contracting Officer, valid for the five-year term of this contract, is acceptable to DLA Troop Support and is hereby made part of the contract by reference.

h. Email dated August 11, 2020 from JCB, Inc. regarding FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) paragraph (d)(1) representing they will "not provide" is hereby made part of contract by reference.

i. JCB, Inc.'s offer is valid through August 28, 2020.

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

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

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

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on Page 7 of this contract.

2) CONTRACT PERIOD

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

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$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 December 12, 2018 and the final proposal revisions dated February 7, 2020 are applicable to the items specified in this contract and are shown on Attachment 1 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 as follows:

[REDACTED]

6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Atlanta (**S1103A**), Smyrna, GA 30080

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 (JUNE 2020)
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 2019)
DFARS 252.225-7021, Trade Agreements (JULY 2020)
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 (JAN 2020)
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 (JAN 2020)
DFARS 252.227-7015, Technical Data – Commercial Items ()
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 Attachment 1 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	[REDACTED]
1	[REDACTED]
1	[REDACTED]

NOTE: * The location of the manufacturing facility will be determined at time of individual delivery orders.

(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:

(c) Place of Government Inspection:

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

<u>TEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
1	[REDACTED]	[REDACTED]

Smyrna, GA 30080

[] (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:

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

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

[] (3) At destination by the receiving authority.

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

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

[] (2) As shown below:

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

The Place of Performance, Government Inspection and Acceptance for Items (**ALL**) will be determined upon the issuance of each delivery order.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 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 (SEP 2019) (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:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020), 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 (JUN 2020) (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 (JUN 2020) (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 (JUNE 2020) (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 (Class Deviation 2020-00008) (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 (Class Deviation 2020-00008) (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 (Class Deviation 2020-00008) (MAR 2020) (15 U.S.C. 644).
- (ii) **Alternate I** (Class Deviation 2020-00008) (MAR 2020) of 52.219-6
- (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (Class Deviation 2020-00008) (MAR 2020) (15 U.S.C. 644).
- (ii) **Alternate I** (Class Deviation 2020-00008) (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** (JAN 2017) 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 (Class Deviation 2020-00008) (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 (Class Deviation 2020-00008) (MAR 2020) (15 U.S.C. 657f).
- (22)(i) **52.219-28**, Post Award Small Business Program Representation (MAY 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 (Class Deviation 2020-00008) (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 (WOSB) Concerns Eligible Under the WOSB Program (Class Deviation 2020-00008) (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) 52.219-3, Nonmanufacturer Rule (Class Deviation 2020-O0008) (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 (Class Deviation 2020-O0019) (JUL 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 (JUN 2020) (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 (JUN 2020) (29 U.S.C. 793).
(ii) Alternate I (JULY 2014) of 52.222-36.
- _X_ (33) **52.222-37**, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (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 (MAY 2020) (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 (JUN 2020) (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 (AUG 2018) (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) (12)).
- ___ (62) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) **Alternate I** (APR 2003) of 52.247-64.
- ___ (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) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67.).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) **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).
- ___ (4) **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).
- ___ (5) **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).
- ___ (6) **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).
- ___ (7) **52.222-55**, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (8) **52.222-62**, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (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 (JUN 2020) (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) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xii) ____ (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).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(A) Alternate I (JAN 2017) of 52.224-3.(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

Description of Proposed Item	Make/ Model Number of Proposed item
Backhoe Loader	JCB 3CX Compact
Backhoe Loader	JCB 3CX
Backhoe Loader	JCB 3CX-14
Backhoe Loader	JCB 3CX-14 Super
Backhoe Loader	JCB 3CX-15 Super
Backhoe Loader	JCB 4CX-14 Super
Backhoe Loader	JCB 4CX-15 Super
Skid Steer Loaders	JCB 210
Skid Steer Loaders	JCB 215
Skid Steer Loaders	JCB 250
Skid Steer Loaders	JCB 270
Skid Steer Loaders	JCB 300
Compact Track Loader	JCB 210T
Compact Track Loader	JCB 215T
Compact Track Loader	JCB 250T
Compact Track Loader	JCB 270T
Compact Track Loader	JCB 300T
Teleskid (Wheeled)	JCB 3TS-8W
Teleskid (Tracked)	JCB 3TS-8T
Excavator	JCB JS 131
Excavator (Zero Tail Swing)	JCB JZ141D
Excavator	JCB JS 145
Excavator	JCB JS 160
Excavator	JCB JS 190
Excavator	JCB 220X
Excavator	JCB JS 300
Excavator	JCB JS 330
Excavator	JCB JS 370
Wheeled Excavator (Hydradig)	JCB 110W
Compact Excavator	18Z
Compact Excavator	19C
Compact Excavator	JCB 8029 CTS

Compact Excavator	JCB 45Z-1
Compact Excavator	JCB 48Z-1
Compact Excavator	JCB 55Z-1
Compact Excavator	JCB 57C-1
Compact Excavator	JCB 67C-1
Compact Excavator	JCB 85Z-1
Compact Excavator	JCB 86C-1
Compact Excavator	JCB 90Z-1
Compact Excavator	JCB 100C-1
Wheel Loader	JCB 407
Wheel Loader	JCB 409
Wheel Loader	JCB 411HT
Wheel Loader	JCB 417HT
Wheel Loader	JCB 427ZX
Wheel Loader	JCB 427HT
Wheel Loader	JCB 437ZX
Wheel Loader	JCB 437HT
Wheel Loader	JCB 457HT
Wheel Loader	JCB 457ZX
Scissor Lift	JCB S1930E
Scissor Lift	JCB S2032E
Scissor Lift	JCB S2046E
Scissor Lift	JCB S2632E
Scissor Lift	JCB S2646E
Scissor Lift	JCB S3246E
Scissor Lift	JCB S4550E
TeleMaster Wheel Loader	TM320C