SOLICITATION/CONTRA OFFEROR TO COMPLE				1. REQUISITION 10000531		Pa	ge 1 of 17
2. CONTRACT NO.	3. AWARD/EFFECTIV			5. SOLICITATIO		6. SOLI	CITATION ISSUE
SPE8EC-21-D-0084	DATE 2021 June 10			SPE8EC-	17-R-0003		= 31/2017
7. FOR SOLICITATION INFORMATION CALL:	a. NAME	I			NUMBER (No collect	8. OFFE LOC/ 01/3	ER DUE DATE/ AL TIME 80/2021 0 PM
			10. THIS ACQUISI			SET ASIDE:	
9. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUI 700 ROBBINS AVENUE PHILADELPHIA PA 19111	· · · ·		SMALL BUSIN HUBZONE SM BUSINESS SERVICE-DIS, VETERAN-OW SMALL BUSIN	IESS WON IALL SMAI ABLED EDW	EN-OWNED SMALL SB) ELIGIBLE UNDEF L BUSINESS PROG	BUSINESS THE WOME RAM NAIC 336	s: 120 standard:
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED	12. DISCOUNT TERM	S		ONTRACT IS A ORDER UNDER	13b. RATING		
SEE SCHEDULE			DPAS (1	5 CFR 700)	14. METHOD OF SO		× RFP
15. DELIVER TO	COD	E	16. ADMINISTERE	D BY		CODE	S2401A
To Be Shown On Each Or	der		DCMA Twin 5600 Americ Bloomington	an Blvd W., S	Suite 600		
17a. CONTRACTOR/ CODE 005 OFFEROR	80 FACILI CODE	TY	18a. PAYMENT W	ILL BE MADE BY		CODE	SL4701A
Nilfisk, Inc 9435 Winnetka Avenue No Brooklyn Park, MN 55445 TELEPHONE NO. (888) 742-84			BSM P O BOX 18	D ACCOUN1 2317 3 OH 43218-2			
17b. CHECK IF REMITTANCE I OFFER	S DIFFERENT AND PU	SUCH ADDRESS IN	18b. SUBMIT INV BELOW IS C		SS SHOWN IN BLOO EE ADDENDUM	CK 18a UNLE	SS BLOCK
19. ITEM NO.	20 SCHEDULE OF SUF			<u> </u>	2. 23. NIT UNIT PRICE		24. AMOUNT
See Schedul	e rse and/or Attach Additic	nal Sheets as Necessa	ary)				
25. ACCOUNTING AND APPROPRIA To Be Shown On Each Or				26.			
27a. SOLICITATION INCORPORATE		212-1, 52.212-4. FAR 52.2	212-3 AND 52.212-5 AF	RE ATTACHED. ADD	\$31,000,000.0 ENDA		NOT ATTACHED
27b. CONTRACT/PURCHASE ORDE					X AF		NOT ATTACHED
28. CONTRACTOR IS REQUIRE COPIES TO ISSUING OFFICE. DELIVER ALL ITEMS SET FORT ADDITIONAL SHEETS SUBJECT	CONTRACTOR AGREE	S TO FURNISH AND	ON ANY (E	ATED	NTRACT: REF. Nilf 2020 YOUR OFF NING ANY ADDITION: N, IS ACCEPTED AS	ER ON SOLIO	ES WHICH ARE
30a. SIGNATURE OF OFFEROR/CO				LOUIS Digitally signature	(SIGNATURE OF CC ned by .OUIS.A.1229118125 .06.10 13:41:28 -04'00'	ONTRACTING	OFFICER)
30b. NAME AND TITLE OF SIGNER	(Type or print)	30c. DATE SIGNED	-		ICER (Type or print)	310	. DATE SIGNED
Julie Patton, VP & Tre		6/9/2021	Louis Coo	ker		6/	10/2021

Nilfisk, Inc. (Nilfisk)

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-0003 as amended by Amendments 0001, 0002, and 0003. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Sweeper and Scrubber Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-17-R-0003, 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 Nilfisk and returned to DLA Troop Support on 1/7/2021 is hereby incorporated into the contract.

d. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020), which was completed by Nilfisk and returned to DLA Troop Support on 1/25/2021, is hereby incorporated into the contract.

DFARS 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019), which was completed by Nilfisk and returned to DLA Troop Support on 1/25/2021, is hereby incorporated into the contract.

e. Solicitation SPE8EC-17-R-0003 Amendment 3, which was completed by Nilfisk and returned to DLA Troop Support on 2/22/2021, is hereby incorporated into the contract.

f. The product base list unit prices and the final proposal discounts dated 2/28/2021, are applicable to the items specified in this contract and are shown on pages 14 through 17 of this contract.

The product base list unit prices are from Nilfisk's Commercial Price List.

The negotiated discounts on pages 14 through 17 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.

g. Nilfisk's approved Commercial Small Business Subcontracting Plan is valid through December 31, 2021.

h. 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).

i. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS

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.

<u>Note:</u> FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference in 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 (\$31,000,000.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all sweeper and scrubber contracts to be awarded under SPE8EC-17-R-0003, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$150,000,000.00.

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 \$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 and the final proposal discounts agreed to by DLA and Nilfisk on 2/28/2021 are applicable to the items specified in this contract and are shown on page 14 through 17 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
- **b.** Prompt Payment Procedures apply.

c. Remittance Address: The Contractor's remittance address is as follows:



<u>6) CONTRACT ADMINISTRATION:</u> Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Twin Cities.

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 (JUN 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 252.204-7020, NIST SP 800-171 DoD Assessment Requirements (NOV 2020) 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 Basic (DEVIATION 2020-00019) (JUL 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 (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 (JAN 2021) 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 pages 14-17 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement of a particular delivery order.

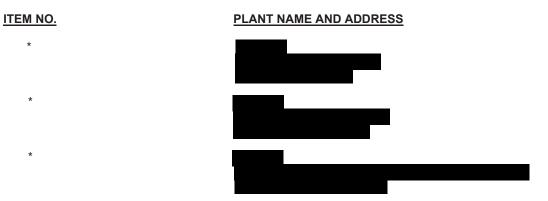
(b) F.O.B. Point

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

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

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



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

(b) Place of Packaging, Packing and Marking:

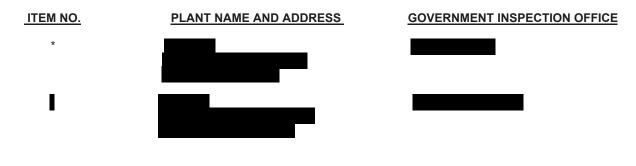
[X] (1) Same as shown in a (1)

[](2) As shown below:

PLACE OF PACKAGING, PACKING AND MARKING

(c) Place of Government Inspection:

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



[] (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:

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

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

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FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2021)

(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 2020) (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. 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 (JUN 2020), 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 (JUN 2020) (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.)

<u>X</u> (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).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (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 (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

___(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

<u>X</u> (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 (JUN 2020) (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 (JUN 2020) of 52.219-9.

___ (v) Alternate IV (JUN 2020) 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 Rerepresentation (NOV 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 (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)).

<u>X</u> (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).

<u>X</u> (30)(i) 52.222-26, Equal Opportunity (SEPT 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, Equal Opportunity 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).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

<u>X</u> (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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). (E. O. 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 (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. 13693).

___ (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 (JAN 2021)) (41 U.S.C. chapter 83).

___(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JAN 2021) (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 (JAN 2021) of 52.225-3.

__ (iii) Alternate II (JAN 2021) of 52.225-3.

___ (iv) Alternate III (JAN 2021) 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 (JUNE 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) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C.4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

__ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

___(63)(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 (NOV 2020).

(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, as defined in FAR 2.101, on the date of award of this contract, 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) of this paragraph 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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii) ___ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

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

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

CLIN #	Description of Item	Model Number
1	FOCUS II CYLINDRICAL 28 Walk Behind Scrubber, 242 Ah wet batteries, onboard charger, poly brush	05421A
2	FOCUS II DISC 34 Walk Behind Scrubber, 242 Ah wet batteries, onboard charger, pad holders	05411A
3	FOCUS II DISC 28 Walk Behind Scrubber, 242 Ah wet batteries, onboard charger, pad holders	05401A
4	FOCUS II DISC 26 Walk Behind Scrubber, 242 Ah wet batteries, onboard charger, pad holders	05391A
5	FOCUS II BOOST 32 Walk Behind Scrubber, 242 Ah wet batteries, onboard charger, pad holder	05381A
6	FOCUS II BOOST 28 Walk Behind Scrubber, 242 Ah wet batteries, onboard charger, pad holder	05371A
7	Advolution 20 Cord Electric Burnisher	01510A
8	Pacesetter 20HD Floor Machine	01410A
9	Pacesetter 17HD Floor Machine	01330A
10	MA30 13B, Automatic Scrubber, 7.8 Ah lithium battery, onboard charger, medium white brush	9087383020
11	SC250, 13.5" Walk-Behind Automatic Scrubber, 7.8 Ah maint-free lithium battery, onboard charger, cylindrical white nylon brush	9087381020
12	Vantage 14 Walk Behind Scrubber, 84 Ah AGM batteries, onboard charger, prolene brush	9087345020
13	SC351 Walk Behind Scrubber, 84 Ah AGM batteries, onboard charger, prolene brush	9087342020
14	BSW 28B Walk Behind Sweeper	9084705010
15	Terra 28B Walk Behind Sweeper	9084702010
16	MAXXI-35 Wet Dry Vacuum	107409095
17	VL500-35 Wet Dry Tank Vacuum	107409094
18	Advenger 2805D Rider Scrubber, 310 Ah wet batteries, shelf charger, pad holders	56601617
19	3400ST Rider Scrubber, 310 Ah wet batteries, shelf charger, pad holders	56601611
20	2800ST Rider Scrubber, 310 Ah wet batteries, shelf charger, pad holders	56601605
21	AS5160TO AUTOMATIC SCRUBBER, 130 Ah wet batteries, onboard charger	56394138
22	MA30 13B AUTOMATIC MICRO SCRUBBER	56385457
23	SC250 AUTOMATIC SCRUBBER	56385456
24	SC401 17B AUTOMATIC SCRUBBER, 105 Ah wet batteries, onboard charger, prolene brush, brush assist	56385360

CLIN #	Description of Item	Model Number
25	ADGRESSOR 3220D SCRUBBER SIX 310 AH WET BATTERIES, SHELF CHARGER AND PAD HOLDERS	56384766
26	SC500 20D, 20" Walk-Behind Automatic Scrubber Disc, 105 Ah wet batteries, onboard charger and pad holder	56384686
27	VL500 75 ERGO COMPLETE - Wet and Dry Vacuums	56384676
28	VL500 55 COMPLETE WET/DRY VACUUM	56384673
29	RA 40 20D W130 OBC PH - Rider Floor Scrubbers	56384073
30	SC2000 20D ECOFLEX, 20" Rider Scrubber Disc, 130 Ah wet batteries, onboard charger, pad holder	56384071
31	SC450, 20" Walk-Behind Automatic Scrubber, 105 Ah wet batteries, onboard charger, pad holder, splash guard	56383956
32	SC500 X20D ECOFLEX, 20" Walk- Behind Automatic Scrubber Disc, 130 Ah wet batteries, onboard charger, pad holder	56383557
33	Ultraspeed 20T Battery Burnisher, 2,000 rpm, 200 Ah wet batteries, onboard charger	56383523
34	BU800 20BT Battery Burnisher, 2,000 pad rpm, 200 Ah wet batteries, onboard charge	56383510
35	SW900 Walk Behind Sweeper, 242 Ah wet batteries, polypropylene main and side brooms	56383323
36	SC450 Walk Behind Scrubber, 105 Ah wet batteries, onboard charger, prolene brush	56383128
37	FOCUS II 28B Rider Scrubber, 242 ah wet batteries, onboard charger	56382630
38	FOCUS II 26D Rider Scrubber, 242 Ah wet batteries, onboard charger	56382626
39	SC3000 26D with EcoFlex Rider Scrubber	56381802
40	TFC Restroom Cleaner	56380773
41	ES4000 Rider Carpet Extractor, 420 Ah wet batteries, shelf charger	56344201
42	Carpetriever 28 Wide Area Vacuum	56330020
43	Adfinity X20C Walk Behind Scrubber, 130 Ah wet batteries, onboard charger, ProLite brushes, EcoFlex	56317331
44	Battery Sweeper extractor, extracts up to 11,500 sq. ft. per hr. 251 ah batteries, onboard charger, 24 in cleaning path, detergent system and dual cleaning modes, with pre spray mode. 20 gallon tanks Incudes brushes CRI SOA approved.	56317013

CLIN #	Description of Item	Model Number
45	Clean Track L24 Sweeper Extractor, 255 Ah AGM batteries, onboard charger	56317012
46	Adphibian Walk Behind Extractor, 6v/251 Ah batteries, onboard charger	56317010
47	AquaPlus AXP Walk Behind Carpet Extractor, 251 Ah wet batteries, onboard charger	56317005
48	EX40 18FLX - Clarke® Self Contained 2-Way Carpet Scrubber	56265505
49	EX40 16ST - Clarke® Self-Contained Carpet Extractor	56265504
50	ES300 ST - Contained Carpet Extractors	56265502
51	ES400 XLP - Contained Carpet Extractors	56265501
52	SC901 32C WALK BEHIND SCRUBBER	56115555
53	FOCUS II R 28D Rider Scrubber	56114020
54	FOCUS II R 28D Rider Scrubber	56114012
55	SC800 28D Walk Behind Scrubber	56112434
56	SC750 ST 28C Walk Behind Scrubber	56112421
57	SC800 ST 34D Walk-Behind Scrubber	56112040
58	FM40ST ORBITAL FLOOR MACHINE	56105618
59	FM810 ST ORBITAL FLOOR MACHINE	56105614
60	ET610-100C - Carpet Extractor	56105292
61	EX20-100SC SINGLE CORD EXTRACTOR	56105290
62	SA40 20B W208 OBC PH - Rider Floor Scrubbers	56104484
63	SC1500 20D Stand On Scrubber with EcoFlex	56104014
64	SW8000 Gasoline TrioSweep with	56107500
65	DustGuard™ TERRA 4300B - Rider Sweepers	56100785
66	7765 Rider Sweeper/Scrubber - LP	56514935
67	SC6500 40D, 420 AH batteries - Rider Floor Scrubbers	56414034
68	SC6000 34D 310 AH batteries, charger, Midlite grit brushes - Rider Floor Scrubbers	56116968
69	SW5500 46" Rider Sweeper with DustGuard	56384943
70	CS7010 48" Gasonline Hybrid with DustGuard - Hybrid & Battery Drive Sweeper-Scrubbers	56511779
71	SC901 28D WALK BEHIND SCRUBBER, 242 Ah wet batteries, shelf charger, pad holders	56115535

#	Description of Item	Model Number
SC BA PR SE PR VI RE LA CL CC DE (P	IBERTY SC50, AUTONOMOUS CRUBBER, 20IN, 255 AH ATTERIES, 15 GALLON SOLUTION ANK, 14 GALLON RECOVERY TANK, RICE INCLUDES 3 YEARS FULL ERVICE IS DEFINED AS 2 REVENTATIVE MAINTENANCE ISITS PER YEAR AND WARRANTY- ELATED PARTS, TRAVEL AND ABOR. NILFISK MAY UTILIZE EMOTE DIAGNOSTICS SERVICE. USTOMER IS REQUIRED TO OMPLETE TRAINING UPON 'ELIVERY AND INSTALL OF MACHINE PROVIDED BY NILFISK EPRESENTATIVE)	56104506

