SOLICITATION/CONTRAC	-	_	_	1. REQUISITI		MBER	PAGE	
OFFEROR TO COMPLETE	BLOCKS 12,			100005				1 of 22
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SPE8EC-21-D-0086	8/4/2021	1		SPE8E	C-17-	R-0002	12	/02/2016
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Lithia Springs, GA 30122-310	01		P.O. Box 18	2317				
			Columbus, C	OH 43218-2	317			
TELEPHONE NO. 678 410-3887								
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19. ITEM NO.	20 SCHEDULE OF SUF			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
See Pages 14-	17							
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DELIVER ALL ITEMS SET FORTH O ADDITIONAL SHEETS SUBJECT TO			ON ANY HER			NS OR CHANGES TO ITEMS: <u>ALL</u>	WHICH A	RE SET FORTH
30a. SIGNATURE OF OFFEROR/CONT			31a. UNITED STAT	TES OF AMERI	CA (SIG	NATURE OF CON	ITRACTIN	IG OFFICER)
Clint Andrews	,		SPADARO.I 0	ROBERT.F.JR.12	919150 //	Digitally signed by SPADARO.ROBERT.F.JR Date: 2021.08.04 13:20		
30b. NAME AND TITLE OF SIGNER (Ty		30c. DATE SIGNED	31b. NAME OF CO	NTRACTING O	FFICER	R (Type or print)	3	1c. DATE SIGNED
Clint Andrews		3-AUG-2021						4 Aug 2024
Government Contract A			Robert Spada	aro Jr				4-Aug-2021

Advanced Material Handling, LLC

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-0002, as amended by Amendments 0001 through 0005. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a manufacturer/supplier for various material handling equipment.

- b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFPs SPE8EC-17-R-0002, as amended, and the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.
- c. Discount Terms of "Net 30" are acceptable and are incorporated into this contract.
- d. Email dated June 22, 2021 from Advanced Material Handling, LLC confirming they are not taking any exceptions to the warranty requirements in accordance with FAR 52.212-4(o).
- f. On December 31, 2020 Advanced Material Handling, LLC provided electronic copies of the commercial catalogue/brochures for each item offered in their proposal which are hereby incorporated into the contract.
- g. Email dated July 20, 2021, from Advanced Material Handling, LLC regarding FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020) paragraph (d)(1) and (d)(2) in which they represented they covered telecommunications equipment or services is hereby incorporated into the contract by reference.
- h. The product base list unit prices set forth in the contractor's proposal dated December 31, 2020, are applicable to the items specified in this contract and are shown on page 13-22 of this contract.

The proposed product base list unit prices are from Advanced Material Handling, LLC's Commercial Price List.

The negotiated discounts on page 13-22 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order awarded under the contract. At any time, the contractor can offer discounts greater than the contractual discounts.

i. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (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.

<u>Note:</u> 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 (\$235,000,000.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Material Handling Equipment contracts to be awarded under SPE8EC-17-R-0002, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$400,000,000.00.

3) DELIVERY ORDER LIMITATIONS

- (a) Minimum Order: When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
- (b) Maximum Order: The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of \$100,000,000.00
 - (2) Any order for a combination of items in excess of \$100,000,000.00; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.
- (c)The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

- (a)The product base list unit prices set forth in the contractor's proposal dated December 31, 2020 are applicable to the items specified in this contract and are shown on page 13-22 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:

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

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:

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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 (APR 2019)
DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)
DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)
DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019)
DFARS 252.247-7028, Application for U.S. Government Shipping Documentation/Instructions (JUN 2012)
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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:

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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)
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DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) **DFARS 252.237-7019**, Training for Contractor Personnel Interacting with Detainees (JUN 2013) **DFARS 252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019)

TIME OF DELIVERY - F.O.B. POINT

(a) Time of Delivery

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 13-22 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

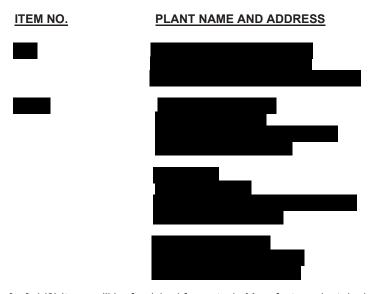
[] With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Origin.

[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.

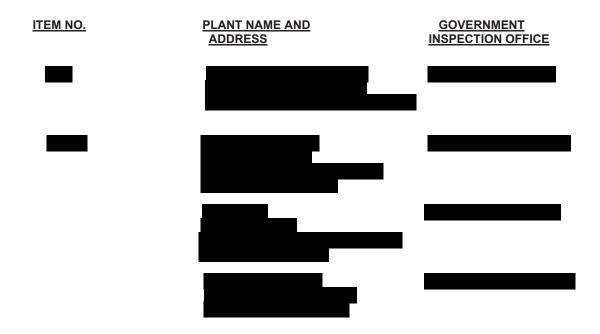
PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

[X] ((1) Items will be <u>manufactured</u> 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) above.
 - [] ((2) As shown below:
- (c) Place of Government Inspection: will be indicated on each Delivery Order
 - [X] ((1) Material inspection, except as may be indicated in c(2), will be made at the following locations:

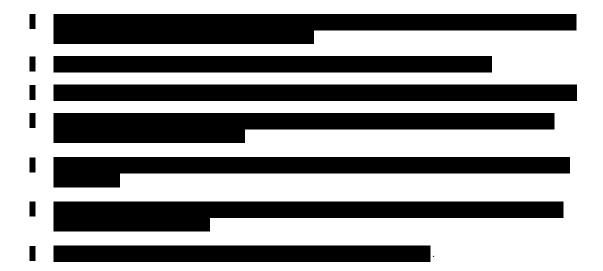


] ((2) Packaging, Packing and Marking inspection (if other than c(1) above) will be made at the following location:

 ITEM NO.
 PLANT NAME AND ADDRESS
 GOVERNMENT INSPECTION OFFICE

- [] ((3) At destination
- (d) Place of Acceptance: will be indicated on each Delivery Order
 - [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.
 - [X] ((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.
 - [X] ((1) Same as shown in a(1) above.
 - [] ((2) As shown below:

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



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) <u>52.203-19</u>, 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) <u>52.204-23</u>, 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) <u>52.204-25</u>, 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) <u>52.233-4</u>, 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.]

- \underline{x} (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
 - x (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).
- __ (3) <u>52.203-15</u>, 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.)
- \underline{x} (4) $\underline{52.204-10}$, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ($\underline{31~U.S.C.~6101~note}$).
 - (5) [Reserved].

(6) <u>52.204-14</u> , Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
(7) <u>52.204-15</u> , Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
<u>x</u> (8) <u>52.209-6</u> , Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (<u>31 U.S.C. 6101 note</u>).
x (9) <u>52.209-9</u> , Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (<u>41 U.S.C. 2313</u>).
(10) [Reserved].
(11) (i) <u>52.219-3</u> , Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (<u>15 U.S.C. 657a</u>).
(ii) Alternate I (Mar 2020) of <u>52.219-3</u> .
(12) (i) <u>52.219-4</u> , 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) (<u>15 U.S.C. 657a</u>).
(ii) Alternate I (Mar 2020) of <u>52.219-4</u> .
(13) [Reserved]
(14) (i) <u>52.219-6</u> , Notice of Total Small Business Set-Aside (Nov 2020) (<u>15 U.S.C. 644</u>).
(ii) Alternate I (Mar 2020) of <u>52.219-6</u> .
(15) (i) <u>52.219-7</u> , Notice of Partial Small Business Set-Aside (Nov 2020) (<u>15 U.S.C. 644</u>).
(ii) Alternate I (Mar 2020) of <u>52.219-7</u> .
<u>x</u> (16) <u>52.219-8</u> , Utilization of Small Business Concerns (Oct 2018) (<u>15 U.S.C. 637(d)(2)</u> and (3)).
<u>x</u> (17) (i) <u>52.219-9</u> , Small Business Subcontracting Plan (Jun 2020) (<u>15 U.S.C. 637(d)(4)</u>).
(ii) Alternate I (Nov 2016) of <u>52.219-9</u> .
<u>x</u> (iii) Alternate II (Nov 2016) of <u>52.219-9</u> .
(iv) Alternate III (Jun 2020) of <u>52.219-9</u> .
(v) Alternate IV (Jun 2020) of <u>52.219-9</u>
(18) (i) <u>52.219-13</u> , Notice of Set-Aside of Orders (Mar 2020) (<u>15 U.S.C. 644(r)</u>).
(ii) Alternate I (Mar 2020) of <u>52.219-13</u> .
(19) <u>52.219-14,</u> Limitations on Subcontracting (Mar 2020) (<u>15 U.S.C. 637(a)(14)</u>).
<u>x</u> (20) <u>52.219-16</u> , Liquidated Damages-Subcontracting Plan (Jan 1999) (<u>15 U.S.C. 637(d)(4)(F)(i)</u>).
(21) <u>52.219-27</u> , Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (<u>15 U.S.C. 657f</u>).
<u>x</u> (22) (i) <u>52.219-28,</u> Post Award Small Business Program Rerepresentation (Nov 2020) (<u>15 U.S.C. 632(a)(2)</u>).

__ (23) <u>52.219-29</u>, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (<u>15 U.S.C. 637(m)</u>).

(24) <u>52.219-30</u> , Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (<u>15 U.S.C. 637(m)</u>).
(25) <u>52.219-32</u> , Orders Issued Directly Under Small Business Reserves (Mar 2020) (<u>15 U.S.C. 644(r)</u>).
(26) <u>52.219-33</u> , Nonmanufacturer Rule (Mar 2020) (<u>15U.S.C. 637</u> (a)(17)).
<u>x</u> (27) <u>52.222-3,</u> Convict Labor (Jun 2003) (E.O.11755).
\underline{x} (28) $\underline{52.222-19}$, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
x (29) <u>52.222-21</u> , Prohibition of Segregated Facilities (Apr 2015).
<u>x</u> (30) (i) <u>52.222-26</u> , Equal Opportunity (Sep 2016) (E.O.11246).
(ii) Alternate I (Feb 1999) of <u>52.222-26</u> .
<u>x</u> (31) (i) <u>52.222-35</u> , Equal Opportunity for Veterans (Jun 2020) (<u>38 U.S.C. 4212</u>).
(ii) Alternate I (Jul 2014) of <u>52.222-35</u> .
x (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(ii) Alternate I (Jul 2014) of <u>52.222-36</u> .
<u>x</u> (33) <u>52.222-37,</u> Employment Reports on Veterans (Jun 2020) (<u>38 U.S.C. 4212</u>).
\underline{x} (34) $\underline{52.222-40}$, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
<u>x</u> (35) (i) <u>52.222-50</u> , Combating Trafficking in Persons (Oct 2020) (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
(ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
<u>x</u> (36) <u>52.222-54</u> , 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 <u>22.1803</u> .)
(37) (i) <u>52.223-9</u> , Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(ii) Alternate I (May 2008) of <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(38) <u>52.223-11</u> , Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
(39) <u>52.223-12</u> , Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
$\underline{\hspace{0.5cm}}$ (40) (i) $\underline{52.223\text{-}13},$ Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Oct 2015) of <u>52.223-13</u> .
(41) (i) <u>52.223-14</u> , Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun2014) of 52 223-14

(42) 52 222 15 Energy Efficiency in Energy Concuming Products (May 2020) (42 LLS C. 9250b)
(42) <u>52.223-15</u> , Energy Efficiency in Energy-Consuming Products (May 2020) (<u>42 U.S.C. 8259b</u>).
(43) (i) <u>52.223-16</u> , Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of <u>52.223-16</u> .
<u>x</u> (44) <u>52.223-18,</u> Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
(45) <u>52.223-20,</u> Aerosols (Jun 2016) (E.O. 13693).
(46) <u>52.223-21,</u> Foams (Jun2016) (E.O. 13693).
(47)
(i) <u>52.224-3</u> Privacy Training (Jan 2017) (5 U.S.C. 552 a).
(ii) Alternate I (Jan 2017) of <u>52.224-3</u> .
(48) <u>52.225-1</u> , Buy American-Supplies (Jan 2021) (<u>41 U.S.C. chapter 83</u>).
(49) (i) <u>52.225-3</u> , Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021) (<u>41 U.S.C.chapter83</u> , <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 U.S.C. 4001</u> 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 <u>52.225-3</u> .
(iii) Alternate II (Jan 2021) of <u>52.225-3</u> .
(iv) Alternate III (Jan 2021) of <u>52.225-3</u> .
(50) <u>52.225-5</u> , Trade Agreements (Oct 2019) (<u>19 U.S.C. 2501</u> , <i>et seq.</i> , <u>19 U.S.C. 3301</u> note).
x (51) <u>52.225-13</u> , 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) <u>52.225-26</u> , 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; <u>10 U.S.C. 2302Note</u>).
(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(54) <u>52.226-5</u> , Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (<u>42 U.S.C. 5150</u>).
(55) <u>52.229-12</u> , Tax on Certain Foreign Procurements (Jun 2020).
(56) <u>52.232-29</u> , Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C. 4505</u> , <u>10 U.S.C. 2307(f)</u>).
(57) <u>52.232-30</u> , Installment Payments for Commercial Items (Jan2017) (<u>41 U.S.C. 4505</u> , <u>10 U.S.C. 2307(f)</u>).
(58) <u>52.232-33</u> , Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (<u>31 U.S.C. 3332</u>).
(59) <u>52.232-34</u> , Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
(60) <u>52.232-36</u> , Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
(61) 52 239-1 Privacy or Security Safeguards (Aug 1996) (5 H.S.C. 552a)

(62) <u>52.242-5</u> , Payments to Small Business Subcontractors (Jan 2017) (<u>15 U.S.C. 637(d)(13)</u>).
(63) (i) <u>52.247-64</u> , Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>).
(ii) Alternate I (Apr 2003) of <u>52.247-64</u> .
(iii) Alternate II (Feb 2006) of <u>52.247-64</u> .
(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) <u>52.222-41</u> , Service Contract Labor Standards (Aug 2018) (<u>41 U.S.C. chapter67</u>).
(2) <u>52.222-42</u> , Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
(3) <u>52.222-43</u> , Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
(4) <u>52.222-44</u> , Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (<u>29U.S.C.206</u> and <u>41 U.S.C. chapter 67</u>).
(5) <u>52.222-51</u> , Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>)
(6) <u>52.222-53</u> , Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
(7) <u>52.222-55,</u> Minimum Wages Under Executive Order 13658 (Nov 2020).
(8) <u>52.222-62</u> , Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
(9) <u>52.226-6,</u> 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 <u>2.101</u>, 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) 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) <u>52.203-19</u>, 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) <u>52.204-23</u>, 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) <u>52.204-25</u>, 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) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2018) (<u>15 U.S.C. 637(d)(2</u>) 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 <u>19.702(a)</u> on the date of subcontract award, the subcontractor must include <u>52.219-8</u> 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 2015) (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) <u>52.222-40</u>, 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 (Aug2018) (41 U.S.C. chapter 67).
- (xiii) (A) <u>52.222-50</u>, Combating Trafficking in Persons (Oct 2020) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
 - (B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (<u>41 U.S.C. chapter 67</u>).
- (xv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) (<u>41 U.S.C. chapter 67</u>).
 - (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) <u>52.225-26</u>, 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) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). 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.

Item #	Description of Proposed Item	Make/ Model Number of Proposed item
HYUN		
1	Hyundai 2,200 lb. Electric Order Picker	10BOP-7
2	Hyundai 2,200 lb. Three Wheel Electric Sit Down Rider - 24 Volt	10BTR-9
3	Hyundai 24,000 lb. Diesel Pneumatic Tire	110D-7A
4	Hyundai 28,500 lb. Diesel Pneumatic Tire	130D-7A
5	Hyundai 3,000 lb. Electric Order Picker	13BOP-7
6	Hyundai 2,755 lb. Three Wheel Electric Sit Down Rider - 24 Volt	13BTR-9
7	Hyundai 3,000 lb. Electric Double Reach Truck	15BRP-7
8	Hyundai 3,000 lb. Three Wheel Electric	15BT-9
9	Hyundai 3,300 lb. Three Wheel Electric Sit Down Rider - 24 Volt	15BTR-9
10	Hyundai 3,000 lb. Diesel Pneumatic Tire	15D-9
11	Hyundai 3,000 lb. LPG Pneumatic Tire	15L-7M
12	Hyundai 3,000 lb. LPG Cushion Tire	15LC-7M
13	Hyundai 35,000 lb. Diesel Pneumatic Tire	160D-7A
14	Hyundai 3,200 lb. Four Wheel Pneumatic Tire Electric	16B-9
15	Hyundai 40,000 lb. Diesel Pneumatic Tire	180D-9
16	Hyundai 3,500 lb. Four Wheel Pneumatic Tire Electric	18B-9
17	Hyundai 3,500 lb. Electric Single Reach Truck	18BRP-7
18	Hyundai 3,500 lb. Three Wheel Electric	18BT-9
19	Hyundai 3,500 lb. Diesel Pneumatic Tire	18D-9
20	Hyundai 3,500 lb. LPG Pneumatic Tire	18L-7M
21	Hyundai 3,500 lb. LPG Cushion Tire	18LC-7M
22	Hyundai 4,000 lb. Four Wheel Pneumatic Tire Electric	20B-9
23	Hyundai 4,000 lb. Four Wheel Cushion Tire Electric	20BC-9
24	Hyundai 4,000 lb. Electric Single Reach Truck	20BRP-7
25	Hyundai 4,000 lb. Three Wheel Electric	20BT-9
26	Hyundai 4,000 lb. Diesel Pneumatic Tire	20D-9
27	Hyundai 4,000 lb. LPG Pneumatic Tire	20L-7M
28	Hyundai 4,000 lb. LPG Cushion Tire	20LC-7M
29	Hyundai 4,400 lb. Four Wheel Pneumatic Tire Electric	22B-9
30	Hyundai 4,400 lb. Four Wheel Pneumatic Tire Electric	22BH-9
31	Hyundai 4,400 lb. Diesel Pneumatic Tire	22D-9

32	Hyundai 4,500 lb. Electric Single Reach Truck	23BRP-7
33	Hyundai 55,000 lb. Diesel Pneumatic Tire	250D-9
34	Hyundai 5,000 lb. Four Wheel Pneumatic Tire Electric	25B-9
35	Hyundai 5,000 lb. Four Wheel Cushion Tire Electric	25BC-9
36	Hyundai 5,000 lb. Four Wheel Pneumatic Tire Electric	25BH-9
37	Hyundai 5,000 lb. Diesel Pneumatic Tire	25D-9
38	Hyundai 5,000 lb. LPG Pneumatic Tire	25L-7A
39	Hyundai 5,000 lb. LPG Pneumatic Tire	25L-7M
40	Hyundai 5,000 lb. LPG Cushion Tire	25LC-7A
41	Hyundai 5,000 lb. LPG Cushion Tire	25LC-7M
42	Hyundai 6,000 lb. Four Wheel Pneumatic Tire Electric	30B-9
43	Hyundai 6,000 lb. Four Wheel Cushion Tire Electric	30BC-9
44	Hyundai 6,000 lb. Four Wheel Pneumatic Tire Electric	30BH-9
45	Hyundai 6,000 lb. Diesel Pneumatic Tire	30D-9
46	Hyundai 6,000 lb. LPG Pneumatic Tire	30L-7A
47	Hyundai 6,000 lb. LPG Pneumatic Tire	30L-7M
48	Hyundai 6,000 lb. LPG Cushion Tire	30LC-7A
49	Hyundai 6,000 lb. LPG Cushion Tire	30LC-7M
50	Hyundai 6,400 lb. Four Wheel Pneumatic Tire Electric	32B-9
51	Hyundai 6,400 lb. Four Wheel Cushion Tire Electric	32BC-9
52	Hyundai 6,500 lb. Diesel Pneumatic Tire	33D-9
53	Hyundai 6,500 lb. LPG Pneumatic Tire	33L-7A
54	Hyundai 6,500 lb. LPG Pneumatic Tire	33L-7M
55	Hyundai 7,000 lb. Four Wheel Pneumatic Tire Electric	35B-9
56	Hyundai 7,000 lb. Four Wheel Pneumatic Tire Electric	35BH-9
57	Hyundai 7,700 lb. Diesel Pneumatic Tire	35D-9A
58	Hyundai 7,700 lb. LPG Pneumatic Tire	35L-7A
59	Hyundai 8,000 lb. Four Wheel Pneumatic Tire Electric	40B-9
60	Hyundai 8,800 lb. Diesel Pneumatic Tire	40D-9A
61	Hyundai 8,800 lb. LPG Pneumatic Tire	40L-7A
62	Hyundai 9,000 lb. Four Wheel Pneumatic Tire Electric	45B-9
63	Hyundai 10,000 lb. Diesel Pneumatic Tire	45D-9A
64	Hyundai 9,900 lb. LPG Pneumatic Tire	45L-7A
65	Hyundai 10,000 lb. Four Wheel Pneumatic Tire Electric	50B-9
66	Hyundai 11,000 lb. Diesel Pneumatic Tire	50D-7A
67	Hyundai 11,000 lb. Diesel Pneumatic Tire	50DA-9A
68	Hyundai 11,000 lb. LPG Pneumatic Tire	50L-7A
69	Hyundai 13,200 lb. Diesel Pneumatic Tire	60D-7A
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70	Hyundai 13,200 lb. LPG Pneumatic Tire	60L-7A
71	Hyundai 15,500 lb. Diesel Pneumatic Tire	70D-7A
72	Hyundai 15,500 lb. LPG Pneumatic Tire	70L-7A
73	Hyundai 17,600 lb. Diesel Pneumatic Tire	80D-9
MANIT	OU	
74	Manitou Gehl 11,000 Lb. Telehandler Forklift	DL11-44
75	Manitou Gehl 11,000 Lb. Telehandler Forklift	DL11-55
76	Manitou Gehl 12,000 Lb. Telehandler Forklift	DL12-40
77	Manitou Gehl 12,000 Lb. Telehandler Forklift	DL12-55
78	Manitou Gehl 7,000 Lb. Telehandler Forklift	DL7
79	Manitou Gehl 9,000 Lb. Telehandler Forklift	DL9
80	Manitou M30-2 - 6,063 Lb. Capacity Basic 2Wd	M30-2
81	Manitou M30-2H - 6,063 Lb. Capacity 2Wd	M30-2H
82	Manitou M30-2H - 6,063 Lb Capacity 2Wd	M30-2HT
83	Manitou M30-2 - 6,063 Lb. Capacity Basic 2Wd	M30-2T
84	Manitou M30-4 - 6,063 Lb. Capacity Basic 4Wd	M30-4
85	Manitou M30-4 - 6,063 Lb. Capacity Basic 4Wd	M30-4D
86	Manitou M30-4 - 6,063 Lb. Capacity Basic 4Wd	M30-4DT
87	Manitou M30-4 - 6,063 Lb. Capacity Basic 4Wd	M30-4T
88	Manitou M40-2 - 8,179 Lb. Capacity Basic 2Wd	M40-2
89	Manitou M40-2H - 8,179 Lb. Capacity 2Wd	M40-2H
90	Manitou M40-2Ht - 8,179 Lb. Capacity 2Wd	M40-2HT
91	Manitou M40-2T - 8,179 Lb. Capacity Basic 2Wd	M40-2T
92	Manitou M40-4 - 8,179 Lb. Capacity Basic 4Wd	M40-4
93	Manitou M40-4T - 8,179 Lb. Capacity Basic 4Wd	M40-4T
94	Manitou M50-2 - 11,023 Lb. Capacity Basic 2Wd	M50-2
95	Manitou M50-2H - 11,023 Lb. Capacity 2Wd	M50-2H
96	Manitou M50-2Ht - 11,023 Lb. Capacity 2Wd	M50-2HT
97	Manitou M50-2T - 11,023 Lb. Capacity Basic 2Wd	M50-2T
98	Manitou M50-4 - 11,023 Lb. Capacity Basic 4Wd	M50-4
99	Manitou M50-4T - 11,023 Lb. Capacity Basic 4Wd	M50-4T
100	Manitou M70-2 - 15,432 Lb. Capacity Basic 2Wd	M70-2
101	Manitou 5,000 Lb. Capacity Basic 2Wd Unit	MH25-4T
102	Manitou telehandler - 28,000 lbs capacity with 31' of Lift	MHT10130
103	Manitou telehandler - 40,000 lbs capacity with 31' of Lift	MHT10180
104	Manitou telehandler - 50,000 lbs capacity with 31' of Lift	MHT10230
105	Manitou telehandler - 20,000 lbs capacity with 46' of Lift	MHT1490
106	Manitou telehandler - 20,000 lbs capacity with 22' of Lift	MHT790

107	Manitary C. 000 Lb. Conneity Pagin 2Wd Hait	MCT 20
107	Manitou 6,000 Lb. Capacity Basic 2Wd Unit	MSI-30
108	Manitou 7,000 Lb. Capacity Basic 2Wd Unit	MSI-35
109	Manitou 8,179 Lb. Capacity Basic 2Wd Unit	MSI-40
110	Manitou 11,023 Lb. Capacity Basic 2Wd Unit	MSI-50
111	Manitou 10,000 Lb. Capacity Telescopic Handler	MTA10044
112	Manitou 10,000 Lb. Capacity Telescopic Handler	MTA10055
113	Manitou 12,000 Lb. Capacity Telescopic Handler	MTA12042
114	Manitou 5,500 Lb. Capacity Telescopic Handler	MTA5519
115	Manitou 6,000 Lb. Capacity Telescopic Handler	MTA6034
116	Manitou 6,600 Lb. Capacity Telescopic Handler	MTA6642
117	Manitou 8,000 Lb. Capacity Telescopic Handler	MTA8044
118	Manitou Gehl 10,000 Lb. Telehandler Forklift	RS10-44
119	Manitou Gehl 10,000 Lb. Telehandler Forklift	RS10-55
120	Manitou Gehl 12,000 Lb. Telehandler Forklift	RS12-42
121	Manitou Gehl 5,500 Lb. Compact Telehandler Lift	RS5-19
122	Manitou Gehl 6,000 Lb.Telehandler Forklift	RS6-34
123	Manitou Gehl 6,600 Lb. Telehandler Forklift	RS6-42
124	Manitou Gehl 8,000 Lb. Telehandler Forklift	RS8-42
125	Manitou Gehl 8,000 Lb. Telehandler Forklift	RS8-44