

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>1000054198</b>		PAGE 1 OF <b>1 of 14</b>	
2. CONTRACT NO. <b>SPE8EC-22-D-0009</b>		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SPE8EC-17-R-0005</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Robert Spadaro Jr</b>		b. TELEPHONE NUMBER (No collect calls) <b>(215) 737-8253</b>		6. SOLICITATION ISSUE DATE <b>04/05/2017</b>	
9. ISSUED BY <b>DLA Troop Support Construction &amp; Equipment (HEPP) 700 Robbins Avenue Philadelphia, PA 19111-5096 Email: Robert.Spadaro@dla.mil</b>				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: <b>333924</b> <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: <b>750</b> <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 <b>[REDACTED]</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING <b>To Be Shown on Each Order</b>	
15. DELIVER TO <b>To Be Shown On Each Order</b>				16. ADMINISTERED BY <b>DCMA Baltimore 217 East Redwood Street Suite 1800 Baltimore, MD 21202-3375</b>			
17a. CONTRACTOR/OFFEROR <b>Gaithersburg Farmers Supply, Inc. 700 E. Diamond Avenue Gaithersburg, MD 20877-3065</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY <b>DEF FIN AND ACCOUNTING SVC BSM P.O. Box 182317 Columbus, OH 43218-2317</b>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR CODE <b>ON8G1</b> FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE <b>SL4701</b>			
TELEPHONE NO. (301) 670-9300				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		<b>See Pages 11 - 14</b>					
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA <b>To Be Shown On Each Order</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$390,343,554.00</b>			
<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. <b>Gaithersburg</b> OFFER DATED <b>03/24/2022</b> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>ALL</b>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>SPADARO.ROBERT.F.JR.1291915</b> Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2022.07.05 10:16:44 -04'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) <b>RICHARD P. MILLER GOVT. SALES</b>		30c. DATE SIGNED <b>6/30/22</b>		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Robert Spadaro Jr</b>		31c. DATE SIGNED <b>5-Jul-2022</b>	

**Gaithersburg Farmers Supply, Inc.****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 Proposal (RFP) SPE8EC-17-R-0005, as amended by Amendments 0001 and 0002.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP 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. Discount Terms of [REDACTED] as agreed upon during negotiations, is applicable to this contract.

d. Clause Far 52.212-16 Economic Price Adjustment - Standard Supplies "All" are acceptable and are incorporated into this contract.

e. The Commercial Warranty provided by Gaithersburg, and confirmation that all solicitation warranty requirements will be met on October 21, 2021, are acceptable and incorporated into this contract.

f. On February 22, 2021 Gaithersburg provided electronic copies of the commercial catalogue/brochures for each item offered in their proposal which are hereby incorporated into the contract.

g. The product base list unit prices and the final proposal discounts submitted on March 24, 2022, are applicable to the items specified in this contract with the updated proposed items from April 8, 2022 and are shown on pages 11 through 14 of this contract.

h. Gaithersburg has certified in SAMS regarding FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation and certified that they do not provide or use covered telecommunications services. FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) is hereby incorporated.

The proposed product base list unit prices are from the Gaithersburg price list effective [REDACTED].

The negotiated discounts on pages 11 through 14 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 (NOV 2021)**

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 exceeding \$10,000,000.00

(2) Any order for a combination of items exceeding \$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 PRICE**

(a) The product base list unit price set forth in the contractor's proposal with an effective date of January 1, 2021, discounts from March 24, 2022 and the updated items from April 8, 2022 are applicable to the items specified in this contract and is shown on pages 11 through 14 of this contract.

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

**5) PAYMENT**

a. **Terms:** Payment terms are [REDACTED]

b. Prompt Payment Procedures apply.

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

[REDACTED]

**6) CONTRACT ADMINISTRATION:** Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Baltimore, MD (S2101A).

**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 (NOV 2021)  
**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 252.203-7003**, 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 2022)  
**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 (APR 2022)  
**DFARS 252.225-7021**, Trade Agreements (MAR 2022)  
**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 252.227-7037**, Validation of Restrictive Markings on Technical Data (APR 2022)  
**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 252.247-7028**, 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 252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)  
**DFARS 252.237-7019**, Training for Contractor Personnel Interacting with Detainees (JUN 2013)  
**DFARS 252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)  
**DFARS 252.247-7023**, Transportation of Supplies by Sea (FEB 2019)

**TIME OF DELIVERY – F.O.B. POINT**

(a) Time of Delivery

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 11 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement of a particular delivery order.

(b) F.O.B. Point

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

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

**PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT**

(a) Place of Performance:

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

ITEM NO.

PLANT NAME AND ADDRESS

|

[REDACTED]

|

[REDACTED]

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

ITEM NO.

PLANT NAME AND ADDRESS

(b) Place of Packaging, Packing and Marking:

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

(2) As shown below:

ITEM NO.

PLANT NAME AND ADDRESS

(c) Place of Government Inspection: *will be indicated on each Delivery Order*

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

ITEM NO.

PLANT NAME AND ADDRESS

GOVERNMENT INSPECTION OFFICE

All\*

[REDACTED]

or

All\*



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

(3) At destination

(d) Place of Acceptance: *will be indicated on each Delivery Order*

(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 above Place of Performance, Inspection, and Acceptance must be approved in writing by the Contracting Officer.

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



**FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (MAY 2022)**

(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 products and commercial services:

(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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (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 products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (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. (Nov 2021) (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) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(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.

(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 (Nov 2021) (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 (Jun 2020) of 52.219-9.

(v) Alternate IV (Sep 2021) 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 (Sep 2021) (15 U.S.C. 637s).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

(22) (i) 52.219-28, Post Award Small Business Program Representation (Sep 2021) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (Mar 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (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 (Sep 2021) (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 (Sep 2021) (15 U.S.C. 637(a)(17)).

(27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

(31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

- (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (Jul 2014) of 52.222-36.
- (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).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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).
- (36) 52.222-54, Employment Eligibility Verification (May 2022) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 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 (Jun2014) 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.
- (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 (Jun2016) (E.O. 13693).
- (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 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).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (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. 2302Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (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).
- X (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 (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- \_\_\_ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[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) in a subcontract for commercial products or commercial services. 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 (Nov 2021) (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (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 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) 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 (Nov 2021) (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 (May2014) (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 (May 2022) (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 (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

Item #	Description of Item	Manufacturer	Model Number
1	K008-3T4 - EXCAVATOR - BASE UNIT 3 cyl., 10.1 Net HP, Diesel, with Rubber Tracks, 2-Post Foldable ROPS, Dozer Blade, Dipper Arm, and Counterweight. **Bucket not included	Kubota	K008-3T4
2	U17VR1 - EXCAVATOR, ZERO TAIL SWING - BASE UNIT 3 cyl., 15.1 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U17VR1
3	KX018-4R1 - EXCAVATOR - BASE UNIT 3 cyl., 15.5 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX018-4R1
4	KX018-4R2 - EXCAVATOR - BASE UNIT 3 cyl., 15.5 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Heated Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX018-4R2
5	U25R1T4 - EXCAVATOR, ZERO TAIL SWING - BASE UNIT 3 cyl., 19.8 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U25R1T4
6	U27-4R1 - EXCAVATOR, MIN. TAIL SWING - BASE UNIT 3 cyl., 20.0 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U27-4R1
7	U27-4R2 - EXCAVATOR, MIN. TAIL SWING - BASE UNIT 3 cyl., 20.0 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Heated Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U27-4R2
8	KX71-3S4R1 - EXCAVATOR - BASE UNIT 4 cyl., 23.1 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX71-3S4R1
9	KX71-3S4R2 - EXCAVATOR - BASE UNIT 4 cyl., 23.1 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Heated Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX71-3S4R2
10	KX71-3S4S1 - EXCAVATOR - BASE UNIT 4 cyl., 23.1 Net HP, Diesel, with Steel Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX71-3S4S1
11	KX71-3S4S2 - EXCAVATOR - BASE UNIT 4 cyl., 23.1 Net HP, Diesel, with Steel Tracks, ROPS/OPG Heated Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX71-3S4S2
12	KX033-4R1 - Excavator Basic Unit Rubber Tracks, 4-Post ROPS/OPG (Top Guard, Level I) Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R1
13	KX033-4R1A - Excavator Basic Unit Rubber Tracks, 4-Post ROPS/OPG (Top Guard, Level I) Canopy, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R1A
14	KX033-4R3 - Excavator Basic Unit Rubber Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) HVAC Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R3
15	KX033-4R3A - Excavator Basic Unit Rubber Tracks, ROPS/OPG (Top Guard, Level I) HVAC Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R3A
16	KX033-4R1E - Excavator Basic Unit Steel Tracks, 4-Post ROPS/OPG (Top Guard, Level I) Canopy, Dozer Blade, Extendable Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R1E
17	KX033-4R1AE - Excavator Basic Unit Rubber Tracks, 4-Post ROPS/OPG (Top Guard, Level I) Canopy, Angle Dozer Blade, Extendable Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R1AE
18	KX033-4R3E - Excavator Basic Unit Steel Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, Dozer Blade, Extendable Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R3E
19	KX033-4R3AE - Excavator Basic Unit Rubber Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, Angle Dozer Blade, Extendable Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX033-4R3AE
20	U35-4R1 - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 3 cyl., 23.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U35-4R1
21	U35-4R1A - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 3 cyl., 23.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U35-4R1A
22	U35-4R3 - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 3 cyl., 23.9 Net HP, Diesel, with Rubber Tracks, ROPS/OPG HVAC Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U35-4R3
23	U35-4R3A - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 3 cyl., 23.9 Net HP, Diesel, with Rubber Tracks, ROPS/OPG HVAC Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U35-4R3A
24	KX040-4R1 - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4R1
25	KX040-4R1A - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4R1A
26	KX040-4R1T - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, 6-in-1 Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4R1T
27	KX040-4R1P - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4R1P
28	KX040-4R1AP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4R1AP

29	KX0404R1TP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, 6-in-1 Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4R1TP
30	KX040-4R3 - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4R3
31	KX040-4R3A - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4R3A
32	KX040-4R3T - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG Cab, 6-in-1 Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4R3T
33	KX040-4R3P - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4R3P
34	KX040-4R3AP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4R3AP
35	KX0404R3TP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG Cab, 6-in-1 Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4R3TP
36	KX040-4S1 - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4S1
37	KX040-4S1A - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4S1A
38	KX040-4S1T - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, 4-Post ROPS/OPG Canopy, 6-in-1 Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4S1T
39	KX040-4S1P - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4S1P
40	KX040-4S1AP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4S1AP
41	KX040-4S1TP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, 4-Post ROPS/OPG Canopy, 6-in-1 Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4S1TP
42	KX040-4S3 - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4S3
43	KX040-4S3A - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4S3A
44	KX040-4S3T - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG Cab, 6-in-1 Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX040-4S3T
45	KX040-4S3P - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4S3P
46	KX040-4S3AP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX040-4S3AP
47	KX0404S3TP - EXCAVATOR - BASE UNIT 3 cyl., 38.9 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG Cab, 6-in-1 Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX0404S3TP
48	U55-5R1 - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U55-5R1
49	U55-5R1P - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	U55-5R1P
50	U55-5R1A - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U55-5R1A
51	U55-5R1AP - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	U55-5R1AP
52	U55-5R3 - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U55-5R3
53	U55-5R3P - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	U55-5R3P
54	U55-5R3A - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U55-5R3A
55	U55-5R3AP - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	U55-5R3AP
56	U55-5S3A - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Steel Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	U55-5S3A
57	U55-5S3AP - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Steel Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	U55-5S3AP
58	KX057-5R1 - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX057-5R1

59	KX057-5R1P - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX057-5R1P
60	KX057-5R1A - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX057-5R1A
61	KX057-5R1AP - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, 4-Post ROPS/OPG Canopy, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX057-5R1AP
62	KX057-5R3 - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX057-5R3
63	KX057-5R3P - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX057-5R3P
64	KX057-5R3A - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX057-5R3A
65	KX057-5R3AP - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Rubber Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX057-5R3AP
66	KX057-5S3A - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Steel Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight **Bucket and Quick Coupler not included	Kubota	KX057-5S3A
67	KX057-5S3AP - EXCAVATOR - BASE UNIT 4 cyl., 45.2 Net HP, Diesel, with Steel Tracks, ROPS/OPG Cab, Angle Dozer Blade, Dipper Arm, Counterweight, and Hydraulic Service Pack 2 **Bucket and Quick Coupler not included	Kubota	KX057-5S3AP
68	KX080-4S2R3 - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 62.3 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, Dozer Blade, Dipper Arm, Counterweight	Kubota	KX080-4S2R3
69	KX080-4S2R3A - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 62.3 Net HP, Diesel, with Rubber Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, Angle Blade, Dipper Arm, Counterweight	Kubota	KX080-4S2R3A
70	KX080-4S2S3 - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 62.3 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, Dozer Blade, Dipper Arm, Counterweight	Kubota	KX080-4S2S3
71	KX080-4S2S3A - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 62.3 Net HP, Diesel, with Steel Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, Angle Blade, Dipper Arm, Counterweight	Kubota	KX080-4S2S3A
72	KX080-4S2SW3 - EXCAVATOR, TIGHT TAIL SWING - BASE UNIT 62.3 Net HP, Diesel, with Wide Steel Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, 92.5" Wide Dozer Blade, Dipper Arm, Counterweight	Kubota	KX080-4S2SW3
73	SVL65-2 - COMPACT TRACK LOADER - 68 Gross HP, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL65-2
74	SVL65-2H - COMPACT TRACK LOADER - 68 Gross HP, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL65-2H
75	SVL65-2HF - COMPACT TRACK LOADER - 68 Gross HP, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler, High Flow Hyds, MF Grips & 14-Pin Coupler	Kubota	SVL65-2HF
76	SVL65-2W - COMPACT TRACK LOADER - 68 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL65-2W
77	SVL65-2FW - COMPACT TRACK LOADER - 68 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler, High Flow Hyds, MF Grips & 14-Pin Coupler	Kubota	SVL65-2FW
78	SVL65-2HW - COMPACT TRACK LOADER - 68 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL65-2HW
79	SVL65-2HFW - COMPACT TRACK LOADER - 68 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler, High Flow Hyds, MF Grips & 14-Pin Coupler	Kubota	SVL65-2HFW
80	SVL65-2C - COMPACT TRACK LOADER - 68 Gross HP, 12.6" Rubber Tracks, ROPS/FOPS Cab w HVAC, Mech. Quick Coupler	Kubota	SVL65-2C
81	SVL65-2HC - COMPACT TRACK LOADER - 68 Gross HP, 12.6" Rubber Tracks, ROPS/FOPS Cab w HVAC, Hyd. Quick Coupler	Kubota	SVL65-2HC
82	SVL65-2HFC - COMPACT TRACK LOADER - 68 Gross HP, 12.6" Rubber Tracks, ROPS/FOPS Cab w HVAC, Hyd. Quick Coupler, High Flow Hyds, MF Grips & 14-Pin Coupler	Kubota	SVL65-2HFC
83	SVL65-2WC - COMPACT TRACK LOADER - 68 Gross HP, 15.0" Rubber Tracks, ROPS/FOPS Cab w HVAC, Mech. Quick Coupler	Kubota	SVL65-2WC
84	SVL65-2HWC - COMPACT TRACK LOADER - 68 Gross HP, 15.0" Rubber Tracks, ROPS/FOPS Cab w HVAC, Hyd. Quick Coupler	Kubota	SVL65-2HWC
85	SVL65-2HFWC - COMPACT TRACK LOADER - 68 Gross HP, 15.0" Rubber Tracks, ROPS/FOPS Cab w HVAC, Hyd. Quick Coupler, High Flow Hyds, MF Grips & 14-Pin Coupler	Kubota	SVL65-2HFWC
86	SVL75-2 - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL75-2
87	SVL75-2F - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2F
88	SVL75-2H - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL75-2H

89	SVL75-2HF - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2HF
90	SVL75-2W - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL75-2W
91	SVL75-2FW - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2FW
92	SVL75-2HW - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL75-2HW
93	SVL75-2HFW - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2HFW
94	SVL75-2C - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, AC ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL75-2C
95	SVL75-2FC - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, AC ROPS/FOPS Cab, Mech. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2FC
96	SVL75-2HC - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, AC ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL75-2HC
97	SVL75-2HFC - COMPACT TRACK LOADER - 74.3 Gross HP, 12.6" Rubber Tracks, AC ROPS/FOPS Cab, Hyd. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2HFC
98	SVL75-2WC - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, AC ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL75-2WC
99	SVL75-2FWC - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, AC ROPS/FOPS Cab, Mech. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2FWC
100	SVL75-2HWC - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, AC ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL75-2HWC
101	SVL75-2HFWC - COMPACT TRACK LOADER - 74.3 Gross HP, 15.0" Rubber Tracks, AC ROPS/FOPS Cab, Hyd. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL75-2HFWC
102	SVL97-2 - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL97-2
103	SVL97-2H - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL97-2H
104	SVL97-2F - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mech. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL97-2F
105	SVL97-2HF - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Hyd. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL97-2HF
106	SVL97-2C - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, AC ROPS/FOPS Cab, Mech. Quick Coupler	Kubota	SVL97-2C
107	SVL97-2HC - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, AC ROPS/FOPS Cab, Hyd. Quick Coupler	Kubota	SVL97-2HC
108	SVL97-2FC - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, AC ROPS/FOPS Cab, Mech. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL97-2FC
109	SVL97-2HFC - COMPACT TRACK LOADER - 96 Gross HP, 17.7" Rubber Tracks, AC ROPS/FOPS Cab, Hyd. Quick Coupler, Hi-Flow Hyds, Multi-Function Grips, & 14-pin Coupler	Kubota	SVL97-2HFC
110	R430R1 - WHEEL LOADER - Machine Weight 7,758, 3 cyl., 44.5 Net HP Diesel w/ 2-Post ROPS/FOPS, Limited-slip Differential. **Does not include Quick Coupler, Bucket, or Rear Counter Weight	Kubota	R430R1
111	R430R3 - WHEEL LOADER - Machine Weight 7,758 lbs, 3 cyl., 44.5 Net HP Diesel w/ ROPS/FOPS Cab w AC, Limited-slip Differential. **Does not include Quick Coupler, Bucket, or Rear Counter Weight	Kubota	R430R3
112	R540R41 WHEEL LOADER - Machine Weight 9,303 lbs., 4 cyl., 47.9 Net HP, Diesel, with 4-Post ROPS/FOPS Canopy and On-Demand Differential Lock, and Rear Counter Weight. **Does not include Quick Coupler or Bucket	Kubota	R540R41
113	R540R43 WHEEL LOADER - Machine Weight 9,799 lbs., 4 cyl., 47.9 Net HP, Diesel, with ROPS/FOPS Cab w/ AC, On-Demand Differential Lock, and Rear Counter Weight. **Does not include Quick Coupler or Bucket	Kubota	R540R43
114	R640R41 WHEEL LOADER - Machine Weight 10,229 lbs., 4 cyl., 61.2 Net HP, Diesel, with 4-Post ROPS/FOPS Canopy, On-Demand Differential Lock, and Rear Counter Weight. **Does not include Quick Coupler or Bucket	Kubota	R640R41
115	R640R43 WHEEL LOADER - BASE MACHINE 10,725 lbs., 4 cyl., 61.2 Net HP, Diesel, with ROPS/FOPS Cab w/ AC, On-Demand Differential Lock, and Rear Counter Weight. **Does not include Quick Coupler or Bucket	Kubota	R640R43