

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000115494		PAGE 1 OF 1 of 14		
2. CONTRACT NO. SPE8EC-23-D-0024		3. AWARD/EFFECTIVE DATE 20-Nov-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE8EC-21-R-0001		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Robert Spadaro Jr			b. TELEPHONE NUMBER (No collect calls) (215) 737-8253		6. SOLICITATION ISSUE DATE 6/11/2021	
9. ISSUED BY DLA Troop Support Construction & Equipment (HEPP) 700 Robbins Avenue Philadelphia, PA 19111-5096				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 3339240 ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB SIZE STANDARD: 750 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8 (A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING To Be Shown on Each Order		
15. DELIVER TO To Be Shown On Each Order				16. ADMINISTERED BY DCMA Dayton Area A, Building 30, 1725 Van Patton Drive Wright Patterson AFB, OH 45433-5302		14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP		
17a. CONTRACTOR/OFFEROR Crown Equipment Corp., DBA Crown Lift Trucks 44 S Washington St. New Bremen, OH 45869-1247		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐		18a. PAYMENT WILL BE MADE BY DFAS (SL4701) BSM P.O. Box 182317 Columbus, OH 43218-2317		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
		23. UNIT PRICE		24. AMOUNT				
		See Pages 13 and 14 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA To Be Shown On Each Order				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$255,000,000.00 Estimated				
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED				
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				29. AWARD OF CONTRACT: REF. Crown Equipment OFFER DATED 4/26/2023 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) SPADARO.ROBERT.F.JR.1291915040 Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2023.11.20 15:44:11 -05'00'				
30b. NAME AND TITLE OF SIGNER (Type or print) Tom Keller Vice President - Global Accounts		30c. DATE SIGNED 11/16/2023		31b. NAME OF CONTRACTING OFFICER (Type or print) Robert F. Spadaro Jr.		31c. DATE SIGNED 11/20/23		

Crown Equipment Corp. DBA Crown Lift Trucks**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 Request for Proposal (RFP) SPE8EC-21-R-0001. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Material Handling Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-21-R-0001, and the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.



d. Crown Equipment Corp's Subcontracting Plan is hereby incorporated into this contract.

e. Clause FAR 52.216-2 Economic Price Adjustment – Standard Supplies: "All" are acceptable and are incorporated into this contract.

f. The product base list unit prices set forth in the contractor's proposal dated April 26, 2023, and the final proposal discounts dated [REDACTED], are applicable to the items specified in this contract and are shown on pages 13 and 14 of this contract.

The negotiated discounts on pages 13 and 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.

g. In performance of this contract, any transportation of supplies by sea must comply with DFARS 252.247-7024, Notification of Transportation of Supplies by Sea.

h. 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 (\$255,000,000.00) 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-21-R-0001, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$433,000,000.00.

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 April 26, 2023, and the Final Proposal Revision discounts dated August 23, 2023, are applicable to the items specified in this contract and are shown on pages 13 and 14 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 Net 30 Days
- 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 **DCMA Dayton (S3605A)**.

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 (JUN 2020)
FAR 52.222-50 Combatting Trafficking in Persons (Nov 2021)
FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.232-40 Providing Accelerated Payments to Small Business Contractors (MAR 2023)
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 (JAN 2023)

The following Federal Acquisition Regulation (FAR) clause is included in the contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

FAR 52.203-3, Gratuities (APR 1984) (10 U. S. C. 2207).

The following DFARS clauses are included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (DEC 2022)
DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)
DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (SEP 2022)
DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)
DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)
DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (JUN 2023)
DFARS 252.211-7003, Item Unique Identification and Valuation (JAN 2023)
DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JAN 2023)
DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)
DFARS 252.225-7021, Trade Agreements (JAN 2023)
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 (JAN 2023)
DFARS 252.227-7015, Technical Data -- Commercial Items (MAR 2023)
DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JAN 2023)
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 2022)
DFARS 252.244-7000, Subcontracts for Commercial Items (JAN 2023)
DFARS 252.247-7023, Transportation of Supplies by Sea (JAN 2023)
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 (MAR 2023)
DFARS 252.227-7015, Technical Data -- Commercial Items (MAR 2023)
DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JAN 2023)
DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)
DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JAN 2023)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea (JAN 2023)

TIME OF DELIVERY – F.O.B. POINT

(a) Time of Delivery

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on pages 13 - 14 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 and F.O.B. Origin for any Foreign Military Sales (FMS) requirements.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>
11-15, 21, 25, 26, 39, 40	Crown Equipment Corporation [REDACTED]
1, 2, 4, 17, 18, 27, 31	Crown Equipment Corporation [REDACTED]
7-10, 19, 20, 24, 29	Crown Equipment Corporation [REDACTED]
3, 5, 6, 16, 22, 23, 28	Crown Gabelstapler GmbH & Co. KG [REDACTED]
30, 32-38	Doosan Industrial Vehicle Co. Ltd. [REDACTED]
41	Crown Equipment Corporation [REDACTED]

(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 SPECIFIED ON DELIVERY ORDER**

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
11-15, 21, 25, 26, 39, 40	Crown Equipment Corporation. [REDACTED]	DCMA Dayton S3605A
1, 2, 4, 17, 18, 27, 31	Crown Equipment Corporation [REDACTED]	DCMA Dayton S3605A
7-10, 19, 20, 24, 29	Crown Equipment Corporation [REDACTED]	DCMA Hampton S5111A
41	Crown Equipment Corporation. [REDACTED]	DCMA Dayton S3605A
3, 5, 6, 16, 22, 23, 28	Crown Gabelstapler GmbH & Co. KG [REDACTED]	DCMA Dayton S3605A
30, 32-38	Doosan Industrial Vehicle Co. Ltd. [REDACTED]	DCMA Southeast S1002A

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
30, 32-38	Doosan Industrial Vehicle America [REDACTED]	DCMA Southeast S1002A

☒ (3) At destination

(d) Place of Acceptance: **WILL BE SPECIFIED ON 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 Places of Performance, Inspection, and Acceptance must be approved in writing by the Contracting Officer.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders (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 items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (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 items: [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)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (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 (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (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 2023) 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 (OCT 2022) (15 U.S.C. 637(a)(14)).
- ___ (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 (OCT 2022) (15 U.S.C. 657f).
- ___ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (OCT 2022) (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 (OCT 2022) (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)).
- _X_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- _X_ (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- _X_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- _X_ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- _X_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- _X_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- _X_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- _X_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _X_ (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).
- _X_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (OCT 2015) of 52.223-13.
- ___ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ___ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American—Supplies (OCT 2022)) (41 U.S.C. chapter 83).
- ___ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- ___ (ii) Alternate I (DEC 2022) of 52.225-3.
- ___ (iii) Alternate II (JAN 2021) of 52.225-3.
- ___ (iv) Alternate III (JAN 2021) of 52.225-3.
- ___ (v) Alternate IV (OCT 2022) of 52.225-3
- ___ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___X_ (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. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (57) 52.232-30, Installment Payments for Commercial Items (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___X_ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- ___ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- ___ (iii) Alternate II (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 (JAN 2022).
 - ___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to

a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xiii) ___ (A) 52.222-50, Combating Trafficking in Persons (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 (MAY 2014) (41 U.S.C. chapter 67).

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(a) Definitions . As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer (s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

Item #	Description of Proposed Item	Make/ Model Number of Proposed item
1	LPG 4 Wheel Cushion Sit Down Counterbalance Forklift Truck 4000 - 6500 Capacity	C5C
2	LPG 4 Wheel Pneumatic Sit Down Counterbalance Forklift Truck 4000 - 6500 Capacity	C5P
3	Walkie Fork Over Stacker	ES
4	Electric Sit Down Rider 4 Wheel Counterbalance Forklift	FC
5	Low Level Order Picker	GPC
6	Order Picker with Mast	MPC
7	Center Control Rider Pallet Jack	PC
8	End Control Rider Pallet Jack	PE
9	Stand Up Rider Pallet Jack	PR
10	Walkie Pallet Jack	PW
11	Stand Up Rider Counterbalance Forklift	RC
12	Narrow Aisle Rider Double Reach Truck	RD
13	Narrow Aisle Mono Mast Rider Reach Truck	RM
14	Narrow Aisle Mono Mast Rider Double Reach Truck	RMD
15	Narrow Aisle Rider Reach Truck	RR
16	Rider Pallet Truck	RT
17	Sit Down Rider 3 Wheel Counterbalance Forklift	SC
18	Sit Down Rider 4 Wheel Counterbalance Forklift	SC6
19	Power Drive Power Lift Heavy Duty Walkie Stacker	SH
20	Power Drive Power Lift Heavy Duty Walkie Reach Stacker	SHR
21	Stockpicker	SP
22	Power Drive Power Lift 2000LB Walkie Straddle Stacker	ST
23	Power Drive Power Lift 3000LB Walkie Straddle Stacker	SX
24	Tow Tractor	TR
25	Very Narrow Aisle 48 Volt Turret Stockpicker	TSP6500
26	Very Narrow Aisle 72 or 80 Volt Turret Stockpicker	TSP7000
27	Work Assist Vehicle	WAVE
28	Walkie Pallet Jack	WP
29	Power Drive Power Lift Heavy Duty Walkie Counterbalanced Stacker	SHC
30	Electric Four Wheel Sit Down Counterbalance Forklift 8000 - 10000 Capacity	CB

Item #	Description of Proposed Item	Make/ Model Number of Proposed item
31	Diesel Four Wheel Sit Down Counterbalance Forklift Truck	C5D
32	LPG 4 Wheel Cushion Tire Sit Down Counterbalance 3000 - 4000 Capacity	CGC 15-20
33	LPG 4 Wheel Cushion Tire Sit Down Counterbalance 7000 - 12000 Capacity	CGC 35-55
34	Diesel 4 Wheel Pneumatic Tire Sit Down Counterbalance 8000 - 12000 Capacity	CD 35-55
35	LPG 4 Wheel Pneumatic Tire Sit Down Counterbalance 3000 - 4000 Capacity	CG 15-20
36	LPG 4 Wheel Pneumatic Tire Sit Down Counterbalance 7000 - 12000 Capacity	CG 35-55
37	Diesel 4 Wheel Pneumatic Tire Sit Down Counterbalance 13000 - 20000 Capacity	CD 60-90
38	LPG 4 Wheel Pneumatic Tire Sit Down Counterbalance 13200 - 15400 Capacity	CG 60-70
39	Stockpicker 4 Wheel	SP3570F
40	Stockpicker 4 Wheel Platform/Cart Handling	SP3580F
41	Power Driver Power Lift Walkie Stacker	M3000