

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SPE8EC		7. ADMINISTERED BY (If other than Item 6) CODE		S0107A	
DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Angela Beschner PHPHGAB Tel: 215-737-0605 FAX: 215-737-3718 Email: Angela.Beschner@dla.mil				DCMA SOUTH 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040 MADISON AL 35758-2069 USA			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ALTEC INDUSTRIES, INC. 210 INVERNESS CENTER DR BIRMINGHAM AL 35242-4834 USA				(X)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-24-D-0026		
					10B. DATED (SEE ITEM 13)  2023 DEC 14		
CODE 1CER8		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Add/Delete language within Solicitation
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Angela Beschner	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Angela Beschner (Signature of Contracting Officer)	16C. DATE SIGNED  2024 AUG 09

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EC-24-D-0026 / P00002	PAGE 2 OF 3 PAGES
<p>Contract SPE8EC-24-D-0026 is hereby modified as follows:</p> <p>The following thirty-three (33) items are added to the contract:</p> <ol style="list-style-type: none"><li>1. AN55E-OC</li><li>2. AP45A</li><li>3. AT248F</li><li>4. AT335</li><li>5. AT37-GW</li><li>6. AT41MW</li><li>7. AT41ME</li><li>8. AT48MW</li><li>9. AT41S</li><li>10. CB-FG</li><li>11. CB-S</li><li>12. D3060E</li><li>12. DC47</li><li>14. DH50H</li><li>15. DM47E</li><li>16. DR41B</li><li>17. DT65E</li><li>18. DT65H</li><li>19. DT85E</li><li>20. DT85H</li><li>21. EB5-132D</li><li>22. GB5-108D</li><li>23. GB5-108S</li><li>24. HW145</li><li>25. L37M</li><li>26. L45M</li><li>27. LP108</li><li>28. LR856RM</li><li>29. LS49</li><li>30. LS60</li><li>31. LS87</li><li>32. T40P</li><li>33. TDA58</li></ol> <p>The following five (5) items are deleted from the contract:</p> <ol style="list-style-type: none"><li>1. DM47B</li><li>2. AC18-70B</li><li>3. AC23-95B</li><li>4. AC30-103S</li><li>5. AC38-127S</li></ol> <p>All other terms and conditions remain the same.</p> <p>CONTINUED ON NEXT PAGE</p>		

Altec SPE8EC-24-D-0026 P0002

Item #	Description of Proposed Item	Make/Model Number of Proposed item
1	Non-Overcenter Telescopic Aerial Device With Material Handling (Insulated)	A77T
2	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	A77T-E93
3	Non-Overcenter Aerial Device With Material Handling (Insulated)	AA55
4	Non-Overcenter Aerial Device (Insulated)	AA67
5	Non-Overcenter Aerial Device with Elevator (Insulated)	AA67-E100
6	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AH100
7	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AH125
8	Articulating Telescopic Aerial Device With Material Handling (Insulated)	AH150
9	Overcenter Aerial Device With Material Handling (Insulated)	AM55
10	Overcenter Aerial Device With Material Handling (Insulated)	AM60
11	Overcenter Articulating Aerial Device with Material Handling, Extended Side Reach with X-Frame Outriggers (Insulated)	AN55E-OC
12	Telescopic Aerial Cable Placer (Non-Insulated)	AP45A
13	Telescopic Aerial Device (Non-Insulated)	AT200A
14	Articulating Telescopic Aerial Device (Non-Insulated)	AT237
15	Articulating Telescopic aerial device (Non-insulated)	AT237S
16	Articulating Telescopic Aerial Device (Non-insulated)	AT248F
17	Articulating Telescopic Aerial Device (Non-Insulated)	AT335
18	Articulating Telescopic Aerial Device (Insulated)	AT37-G
19	Articulating Telescopic Aerial Device (Insulated) - Tracked Backyard - with 14,000 GVWR Trailer	AT37-GW
20	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AT41M
21	Articulating Telescopic Aerial Device - Tracked Backyard with 22,000 GVWR trailer	AT41MW
22	Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm	AT41ME
23	Articulating Telescopic Aerial Device - Tracked Backyard with 22,000 GVWR trailer	AT48MW
24	Articulating Telescopic Aerial Device (Non-Insulated AT41S)	AT41S
25	Crane Service Body (Fiberglass) with Auto Crane HC-6 Mounted On Ford F550 Super Cab, Diesel, 4x4	CB-FG
26	Crane Service Body (Steel) with Auto Crane HC-6 Mounted On Ford F550 Super Cab, Diesel, 4x4	CB-S
27	60' Digger Derrick	D3060E
28	65' Digger Derrick	D4065B
29	37' Digger Derrick - Tracked Backyard	DB37
30	41' Digger Derrick - Tracked Backyard	DB41
31	47' Digger Derrick	DC47
32	50' Fully Hydraulic Derrick, Rear Mount	DH50H
33	47' Hydraulic Digger Derrick	DM47E

34	41' Digger Derrick - Tracked - with 30,000 LB GVWR Trailer	DR41B
35	65' Digger Derrick - Electric/Hydraulic	DT65E
36	65' Digger Derrick	DT65H
37	85' Digger Derrick - Electric/Hydraulic	DT85E
38	85' Digger Derrick	DT85H
39	Enclosed line body	EB5-132D
40	General service body (GB), built for a dual rear wheel chassis	GB5-108D
41	General service body (GB), built for a single rear wheel chassis	GB5-108S
42	22' Hydraulic Pressure Digger	HD35A-22
43	Hotline Insulator Washer with Six Stage Telescopic Boom	HW145
44	Overcenter Articulating Aerial Device with Material Handling (Insulated)	L37M
45	Overcenter Articulating Aerial Device with Material Handling (Insulated)	L45M
46	Truck-Mounted Underground and Overhead Cable Handler	LP108
47	Overcenter Articulating Aerial Device (Insulated)	LR856
48	Overcenter Articulating Aerial Device (Insulated)	LR856RM
49	Overcenter Articulating Aerial Device (Insulated)	LR860-E70
50	49' Hydraulic Telescopic non-insulated aerial - work platform	LS49
51	60' Hydraulic Telescopic non-insulated aerial - work platform	LS60
52	63' Hydraulic Telescopic Non-Insulated Aerial - Work Platform	LS63
53	87' Hydraulic Telescopic non-insulated aerial - work platform	LS87
54	Telescopic Cable Placing Aerial Device (non-CDL)	T40P
55	Articulating Telescopic Aerial Device with Material Handling (Insulated)	TA50
56	Articulating Telescopic Aerial Device with Material Handling (Insulated)	TA60
57	Backyard aerial device with 63' working height	TDA58
58	Hydraulic telescopic crane with Aerial operation mode, A92.2, radio remote controls & quick attach 1,200 lbs platform	AC40-152S
59	Hydraulic telescopic crane	AC45-127S





**Altec Industries, 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 Proposals (RFP) SPE8EC-21-R-0003 as amended by Amendments 0001 and 0002. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Cranes.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPE8EC-21-R-0003 as amended, and the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. Altec Industries, Inc.'s Small Business Subcontracting Plan was approved by the DLA Contracting Officer on May 25, 2023 and is hereby incorporated into the contract.

d. The product base list unit prices set forth in the contractor's proposal dated December 2<sup>nd</sup>, 2022 and the revised quantity discounts provided on July 17, 2023 are applicable to the items specified in this contract and are shown on page 21. These prices and discounts were confirmed by Altec via email on November 13, 2023 in response to the Final Proposal Revision Letter sent by DLA on November 6, 2023.

The proposed product base list unit prices are from Altec's [REDACTED] Commercial Price List as provided and confirmed by Altec.

The negotiated discounts on page 21 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.

e. In performance of this contract, any transportation of supplies by sea must comply with DFARS 252.247-7023, Transportation of Supplies by the Sea.

**f. 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 8 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 (\$157,000,000) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Crane contracts to be awarded under SPE8EC-21-R-0003, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$266,866,452.82.

## **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 \$10,000,000.00

(2) Any order for a combination of items in excess of \$10,000,000.00; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.

**(c)** The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

**(d)** Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating

the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **4) CONTRACT UNIT PRICES**

(a) The product base list unit prices set forth in the contractor's proposal dated December 2, 2022, the updated quantity discounts provided July 17, 2023 are applicable to the items specified in this contract and are shown on page 21 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 Huntsville (S0107A).

#### **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 52.232-39**, 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)



*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 (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 2003)  
**DFARS 252.211-7003**, Item Unique Identification and Valuation (JAN 2023)  
**DFARS 252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)  
**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 252.227-7037**, 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 Products or Commercial Services (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 – Other than Commercial Products and Commercial Services (MAR 2023)  
**DFARS 252.227-7015**, Technical Data – Commercial Products and Commercial Services (MAR 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 17 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement of a particular delivery order.

## (b) F.O.B. Point

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

☒ 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**

\*

Altec Industries Inc. Div. Roanoke Operations (36GQ3)



\*

Altec Industries Inc. Div. Dixon Operations (0L215)



\*

Altec Industries Inc. (70B72)



\*

Altec Industries Inc. Div. (670S8)



\*

Altec Industries Inc. Div. (7YW93)



\* Altec Industries Inc. Div. (0D0J8)



\* Altec Industries Inc. Div. (54308)



\*Place of Performance will be specified on each quote by Altec during the Request For Quotation (RFQ) Process.

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

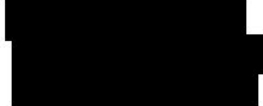


(b) Place of Packaging, Packing and Marking:

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

[ ] (2) As shown below:

(c) Place of Government Inspection: **WILL BE SPECIFIED ON DELIVERY ORDER**

[X] (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>
*	Altec. Industries Inc. Div. (36GQ3) 	S1002A- DCMA SOUTHEAST
*	Altec Industries Inc. Div. (0L215) 	S0302A – DCMA MOUNTAIN PACIFIC
*	Altec Industries Inc. (70B72) 	S1002A - DCMA SOUTHEAST

*	Altec Industries Inc. Div. (670S8) [REDACTED]	S3605A – DCMA DAYTON
*	Altec Industries Inc. Div. (7YW93) [REDACTED]	S1002A - DCMA SOUTHEAST
*	Altec Industries Inc. Div. (0D0J8) [REDACTED]	S1403A – DCMA CHICAGO
*	Altec Industries Inc. Div. (54308) [REDACTED]	S4201A- DCMA TWIN CITIES

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

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
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☒ (3) At destination

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (MAR 2023)**

(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) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).
- (7) [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. 4655](#)).

☒ (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.)

- X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( [31 U.S.C. 6101 note](#)).
- X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).
- (12) [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](#).
- X (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- X (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (NOV 2016) of [52.219-9](#).
- X (iii) Alternate II (NOV 2016) of [52.219-9](#).
- (iv) Alternate III (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (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 (OCT 2022) ( [15 U.S.C. 637s](#)).
- X (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](#)).
- X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 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 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) ( [15U.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 (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (JUL 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 (JUL 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) (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](#).
- 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 (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) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).
- \_\_\_ (ii) Alternate I (OCT 2022) of [52.225-1](#).



- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- \_\_\_ (iii) Alternate II (DEC 2022) 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. Subtitle A, Part V, Subpart G 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 Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_\_\_ 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. 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 for Contractor Workers Under Executive Order 14026 (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), 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 2022) ( [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 (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 for Contractor Workers Under Executive Order 14026 (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. Subtitle A, Part V, Subpart G 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) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxiii) [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.

#### **DFARS 252.246-7008 Sources of Electronic Parts (Jan 2023)**

(a) Definitions. As used in this clause—

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repack, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

“Electronic part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

“Original component manufacturer” means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

(b) Selecting suppliers. In accordance with section 818(c)(3) of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), as amended by section 817 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291) and section 885 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92), the Contractor shall—

(1) First obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from—

(i) The original manufacturers of the parts;

(ii) Their authorized suppliers; or

(iii) Suppliers that obtain such parts exclusively from the original manufacturers of the parts or their authorized suppliers;

(2) If electronic parts are not available as provided in paragraph (b)(1) of this clause, obtain electronic parts that are not in production by the original manufacturer or an authorized aftermarket manufacturer, and that are not currently available in stock from a source listed in paragraph (b)(1) of this clause, from suppliers identified by the Contractor as contractor-approved suppliers, provided that—

(i) For identifying and approving such contractor-approved suppliers, the Contractor uses established counterfeit prevention industry standards and processes (including inspection, testing, and authentication), such as the DoD-adopted standards at <https://assist.dla.mil>;

(ii) The Contractor assumes responsibility for the authenticity of parts provided by such contractor-approved suppliers; and

(iii) The Contractor's selection of such contractor-approved suppliers is subject to review, audit, and approval by the Government, generally in conjunction with a contractor purchasing system review or other surveillance of purchasing practices by the contract administration office, or if the Government obtains credible evidence that a contractor-approved supplier has provided

counterfeit parts. The Contractor may proceed with the acquisition of electronic parts from a contractor-approved supplier unless otherwise notified by DoD; or

(3)(i) Take the actions in paragraph (b)(3)(ii) of this clause if the Contractor—

(A) Obtains an electronic part from—

(1) A source other than any of the sources identified in paragraph (b)(1) or (b)(2) of this clause, due to nonavailability from such sources; or

(2) A subcontractor (other than the original manufacturer) that refuses to accept flowdown of this clause; or

(B) Cannot confirm that an electronic part is new or previously unused and that it has not been comingled in supplier new production or stock with used, refurbished, reclaimed, or returned parts.

(ii) If the contractor obtains an electronic part or cannot confirm an electronic part pursuant to paragraph (b)(3)(i) of this clause—

(A) Promptly notify the Contracting Officer in writing. If such notification is required for an electronic part to be used in a designated lot of assemblies to be acquired under a single contract, the Contractor may submit one notification for the lot, providing identification of the assemblies containing the parts (e.g., serial numbers);

(B) Be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(C) Make documentation of inspection, testing, and authentication of such electronic parts available to the Government upon request.

(c) Traceability. If the Contractor is not the original manufacturer of, or authorized supplier for, an electronic part, the Contractor shall—

(1) Have risk-based processes (taking into consideration the consequences of failure of an electronic part) that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic part is supplied as a discrete electronic part or is contained in an assembly;

(2) If the Contractor cannot establish this traceability from the original manufacturer for a specific electronic part, be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(3)(i) Maintain documentation of traceability (paragraph (c)(1) of this clause) or the inspection, testing, and authentication required when traceability cannot be established (paragraph (c)(2) of this clause) in accordance with FAR subpart 4.7; and

(ii) Make such documentation available to the Government upon request.

(d) Government sources. Contractors and subcontractors are still required to comply with the requirements of paragraphs (b) and (c) of this clause, as applicable, if—

(1) Authorized to purchase electronic parts from the Federal Supply Schedule;



- (2) Purchasing electronic parts from suppliers accredited by the Defense Microelectronics Activity; or
- (3) Requisitioning electronic parts from Government inventory/stock under the authority of 252.251-7000 , Ordering from Government Supply Sources.
- (i) The cost of any required inspection, testing, and authentication of such parts may be charged as a direct cost.
- (ii) The Government is responsible for the authenticity of the requisitioned parts. If any such part is subsequently found to be counterfeit or suspect counterfeit, the Government will—
- (A) Promptly replace such part at no charge; and
- (B) Consider an adjustment in the contract schedule to the extent that replacement of the counterfeit or suspect counterfeit electronic parts caused a delay in performance.
- (e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts, including subcontracts for commercial products, that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.

**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.

**FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

(a) *Definitions.* As used in this clause—

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.



Item #	Description of Proposed Item	Make/Model Number of Proposed item
1	Non-Overcenter Telescopic Aerial Device With Material Handling (Insulated)	A77T
2	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	A77T-E93
3	Non-Overcenter Aerial Device With Material Handling (Insulated)	AA55
4	Non-Overcenter Aerial Device (Insulated)	AA67
5	Non-Overcenter Aerial Device with Elevator (Insulated)	AA67-E100
6	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AH100
7	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AH125
8	Articulating Telescopic Aerial Device With Material Handling (Insulated)	AH150
9	Overcenter Aerial Device With Material Handling (Insulated)	AM55
10	Overcenter Aerial Device With Material Handling (Insulated)	AM60
11	Telescopic Aerial Device (Non-Insulated)	AT200A
12	Articulating Telescopic Aerial Device (Non-Insulated)	AT237
13	Articulating Telescopic aerial device (Non-insulated)	AT237S
14	Articulating Telescopic Aerial Device (Insulated)	AT37-G
15	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AT41M
16	65' Digger Derrick	D4065B
17	37' Digger Derrick - Tracked Backyard	DB37
18	41' Digger Derrick - Tracked Backyard	DB41
19	47' Digger Derrick (DM47B-TR)	DM47B
20	22' Hydraulic Pressure Digger	HD35A-22
21	Overcenter Articulating Aerial Device (Insulated)	LR856
22	Overcenter Articulating Aerial Device (Insulated)	LR860-E70
23	63' Hydraulic Telescopic Non-Insulated Aerial - Work Platform	LS63
24	Articulating Telescopic Aerial Device with Material Handling (Insulated)	TA50
25	Articulating Telescopic Aerial Device with Material Handling (Insulated)	TA60
26	Hydraulic Telescopic Crane	AC18-70B
27	Hydraulic Telescopic Crane	AC23-95B
28	Hydraulic Telescopic Crane	AC30-103S
29	Hydraulic Telescopic Crane	AC38-127S
30	Hydraulic telescopic crane with Aerial operation mode, A92.2, radio remote controls & quick attach 1,200 lbs platform	AC40-152S
31	Hydraulic telescopic crane	AC45-127S