

| | | | | | | | |
|--|------------------------------------|-----------------------------|--|--|---|----------------|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER IQC10258009012 | PAGE 1 OF 14 | | |
| 2. CONTRACT NO. SPE8EC-16-D-0011 | 3. AWARD/EFFECTIVE DATE 6/27/16 | 4. ORDER NUMBER | 6. SOLICITATION NUMBER SPM8EC-11-R-0001 | 6. SOLICITATION ISSUE DATE 08/01/2011 | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME ROBERT HUTKOWSKI | | b. TELEPHONE NUMBER (No collect calls) 215-737-7447 | 8. OFFER DUE DATE/ LOCAL TIME 08/30/2011 | | | |
| 9. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN) 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5096 | | | CODE SPE8EC | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333924 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD: 750 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS [REDACTED] | | <input checked="" type="checkbox"/> 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 | | | CODE | 16. ADMINISTERED BY DCMA HARTFORD, 130 DARLIN STREET, EAST HARTFORD, CT 06108-3234 | | | |
| 17a. CONTRACTOR/ OFFEROR ALDEN EQUIPMENT INC. 66 1/2 BRIDGE STREET AMSTERDAM, NY 12010-5537 | | | CODE 4UEU8 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY DFAS BVD (SL4701) P.O. BOX 369031 COLUMBUS, OH 43236-9031 | | |
| TELEPHONE NO. (518) 817-5995 | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE PAGE 14 | | | | | | |
| <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | | | | |
| 26. ACCOUNTING AND APPROPRIATION DATA TO BE SHOWN ON EACH ORDER | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) 633,000,000 | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA | | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND | | | | <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. ALDEN'S OFFER | | | |
| DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | DATED 08/11/2015 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: MHE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Edward Eisler, VP</i> | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Robert Hutkowski</i> | | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) ELWOOD EISLER, VP | | 30c. DATE SIGNED 6/22/16 | 31b. NAME OF CONTRACTING OFFICER (Type or print) ROBERT HUTKOWSKI | | 31c. DATE SIGNED 6/27/16 | | |

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

ALDEN EQUIPMENT 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 Request for Proposal (RFP) SPM8EC-11-R-0001, as amended by Amendments 0001, 0002, 0003 and 0004. 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 SPM8EC-11-R-0001, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. The overseas preservation/packaging and additional commercial manual set pricing elements included in the solicitation are both hereby deleted from the basic contract. In the event that these requirements are applicable to a particular Request for Quotations (RFQs), they will be considered and competed upon the issuance of RFQs.

The contractor was advised via letter dated on 02/10/2016 of the change.

d. DFARS 252.204-7004, Alternate A, System for Award Management, has been updated to Feb 2014 and is hereby incorporated into this document by reference on page 4.

e. The base list unit price set forth in the contractor's proposal dated 08/11/2015 and the final proposal discount dated 03/07/2016 is applicable to the item specified in this contract and is shown on page 14 of this contract.

The attachments/optional features (options) and volume discounts are also shown on page 14 of this contract.

The proposed product base list unit price is from Snorkel's [REDACTED] commercial catalog.

The negotiated discounts on page 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 solicited and awarded under the contract. At any time, the contractor can offer discounts greater than the discounts negotiated in the contract.

f. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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).

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 (\$633,000,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all the Material Handling Equipment contracts to be awarded under SPM8EC-11-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 \$925,000,000.00.

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 is 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 price set forth in the contractor's proposal dated 08/11/2015 and the final proposal discount dated 03/07/2016 are applicable to the item specified in this contract and are shown on page 14 of this contract.

(b) Additions to the above items. 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 [REDACTED]

b. Prompt Payment Procedures apply.

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

See Block 17a

6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Hartford.

ADDENDUM TO FAR 52.212-4

The clause listed below is incorporated by reference with the same force and effect as if it was given in full text:

DFARS 252.204-7004, Alternate A, System for Award Management (FEB 2014)

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (MAY 2013)

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 252.203-7003, Agency Office of the Inspector General (DEC 2012)

DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (SEP 2015)

DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)

DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)

DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) Basic (MAR 2016)

DFARS 252.225-7021, Trade Agreements (OCT 2015)

DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)

DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)

DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)

DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)

DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)

DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

TIME OF DELIVERY – F.O.B. POINT

(a) Time of Delivery

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 13 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement for 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.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

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

ITEM

PLANT NAME AND ADDRESS

ALL



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

(b) Place of Packaging, Packing and Marking:

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

(2) As shown below: in c(1)

(c) Place of Government Inspection:

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

| <u>ITEM</u> | <u>PLANT NAME AND ADDRESS</u> | <u>GOVERNMENT INSPECTION OFFICE</u> |
|-------------|-------------------------------|-------------------------------------|
| ALL | Same as a(1), above. | DCMA Chicago S1403A |

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

ITEM PLANT NAME AND ADDRESS GOVERNMENT INSPECTION OFFICE

(3) At destination

(d) Place of Acceptance:

(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.

FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2016)

(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) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- (2) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015)(41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (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 (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].

- ___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C.);
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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 (OCT 2015) (31 U.S.C. 6101 note).
- X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (NOV 2011) of 52.219-3.
- X (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (JAN2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ___ (ii) **Alternate I** (NOV 2011)
- ___ (iii) **Alternate II** (NOV 2011)
- ___ (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (ii) **Alternate I** (OCT 1995) of 52.219-7
- ___ (iii) **Alternate II** (MAR 2004) of 52.219-7
- X (16) **52.219-8**, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637 (d)(2) and (3)).
- X (17)(i) **52.219-9**, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637 (d)(4)).
- ___ (ii) **Alternate I** (OCT 2001) of 52.219-9
- X (iii) **Alternate II** (OCT 2001) of 52.219-9
- ___ (iv) **Alternate III** (OCT 2015) of 52.219-9
- ___ (18) **52.219-13**, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) **52.219-14**, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- X (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (JAN 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) **52.219-28**, Post Award Small Business Program Representation (JUL 2013)(15 U.S.C. 632(a)(2)).
- ___ (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (DEC 2015) (15 U.S.C. 637(m)).

- (24) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- (28) **52.222-26**, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) **52.222-50**, Combating Trafficking in Persons (MAR 2015) (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).
- (34) **52.222-54**, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(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).
- (36)(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.
- (37)(i) **52.223-14**, Acquisition of EPEAT ®- Registered Television (JUN 2014) (E.O.s 13423 and 13514).
- (ii) **Alternate I** (JUN 2014) of 52.223-14
- (38) **52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (39)(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.
- (40) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- (41) **52.225-1**, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

- ___ (42)(i) **52.225-3**, Buy American—Free Trade Agreements – Israeli Trade Act (MAY 2014) (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** (MAY 2014) of 52.225-3.
- ___ (iii) **Alternate II** (MAY 2014) of 52.225-3.
- ___ (iv) **Alternate III** (MAY 2014) of 52.225-3.
- ___ (43) **52.225-5**, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (44) **52.225-13**, Restrictions on Certain Foreign Purchases (JUN 2008)
(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- ___ (46) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007)(42 U.S.C. 5150).
- ___ (47) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (48) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (49) **52.232-30**, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- X (50) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)(31 U.S.C. 3332).
- ___ (51) **52.232-34**, Payment by Electronic Funds Transfer--Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ___ (52) **52.232-36**, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (53) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ___ (54)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) **Alternate I** (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) **52.222-17**, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

- ___ (2) **52.222-41**, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ___ (3) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) **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).
- ___ (6) **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).
- ___ (7) **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).
- ___ (8) **52.222-55**, Minimum Wages Under Executive Order 13658 (DEC 2015)
- ___ (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- ___ (10) **52.237-11**, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that

the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C.3509).

(ii) **52.219-8**, Utilization of Small Business Concerns (OCT 2014) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **52.222-17**, Nondisplacement of Qualified Workers (MAY 2014)(E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) **52.222-21**, Prohibition of Segregated Facilities (APR 2015)

(v) **52.222-26**, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212);

(ix) **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.

(x) **52.222-41**, Service Contract Labor Standards (MAY 2014), (41 U.S.C. chapter 67).

(xi) (A) **52.222-50**, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13637).

(B) **Alternate I** (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13637).

(xii) **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)

(xiii) **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)

(xiv) **52.222-54**, Employment Eligibility Verification (OCT 2015) (E.O. 12989)

(xv) **52.222-55**, Minimum Wages Under Executive Order 13658 (DEC 2015)

(xvi) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (JUL 2013)(Section 862 as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note);

(xvii) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

| Item # | Description of item | Make/Model Number |
|--------|---|-------------------|
| 1 | Electric Slab Scissor Lift | S3219E |
| 2 | Electric Slab Scissor Lift | S3226E |
| 3 | Electric Slab Scissor Lift | S4726E |
| 4 | Electric Slab Scissor Lift | S4752E |
| 5 | Compact Rough Terrain Scissor Lift | S2770RT |
| 6 | Compact Rough Terrain Scissor Lift | S3370RT |
| 7 | Compact BiEnergy Rough Terrain Scissor Lift | S2770BE |
| 8 | Compact BiEnergy Rough Terrain Scissor Lift | S3370BE |
| 9 | Speed Level Rough Terrain lift | SL265L |
| 10 | Speed Level Rough Terrain lift | SL305L |
| 11 | Telescopic Mast Lift | TM12 |
| 12 | Mast Boom Lift | MB20J |
| 13 | Mast Boom Lift | MB26J |
| 14 | Personnel Lift | UL25AC |
| 15 | Personnel Lift | UL25DC |
| 16 | Personnel Lift | UL32AC |
| 17 | Personnel Lift | UL32DC |
| 18 | Personnel Lift | UL40AC |
| 19 | Personnel Lift | UL40DC |
| 20 | Electric Articulated Boom Lift | A38E |
| 21 | Electric Articulated Boom Lift | A46JE |
| 22 | Articulated Boom Lift | A46IRT |
| 23 | Articulated Boom Lift | A860J |
| 24 | Articulated Boom Lift | A880J |
| 25 | Articulated Boom Lift | A885J |
| 26 | Telescopic Boom Lift | TB42 |
| 27 | Telescopic Boom Lift | TB47J |
| 28 | Telescopic Boom Lift | TB60 |
| 29 | Telescopic Boom Lift | TB66J |
| 30 | Telescopic Boom Lift | TB80 |
| 31 | Telescopic Boom Lift | TB85J |
| 32 | Telescopic Boom Lift | TB120 |
| 33 | Telescopic Boom Lift | TB126J |

