

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000054441	PAGE 1 OF 1 of 20
2. CONTRACT NO. SPE8EC-18-D-0015	3. AWARD/EFFECTIVE DATE 4/26/18	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE8EC-17-R-0008	6. SOLICITATION ISSUE DATE 05/05/2017	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Robert F Spadaro, Jr.	b. TELEPHONE NUMBER (No collect calls) (215)737-8253	8. OFFER DUE DATE/ LOCAL TIME 06/05/2017
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 (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 336120 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB      SIZE STANDARD: 1500 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS [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	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR Mack Defense, LLC 7310 Tilghman Street, Suite 600 Allentown, PA 18106 TELEPHONE NO. (484)387-5911		CODE 6B8L4	FACILITY CODE	16. ADMINISTERED BY DCMA New Cumberland 54 M Avenue Suite 9 New Cumberland, PA 17070-5012      Criticality: C	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DFAS (SL4701) BSM P.O. Box 182317 Columbus, OH 43218-2317			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	See Page 12				
				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA To Be Shown On Each Order					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$82,340,643.00 (Estimated)
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT; REF. <u>Mack Defense</u> OFFER DATED <u>06/05/2017</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>Trucks-Trailer</u>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (Type or print) David C. Hartzell Sr., President		30c. DATE SIGNED 04/24/2018	31b. NAME OF CONTRACTING OFFICER (Type or print) Robert F Spadaro, Jr.		31c. DATE SIGNED 4/26/18

**Mack Defense, LLC****1) CONTRACT AWARD**

a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Requests for Proposals (RFPs) SPE8EC-17-R-0008, as amended by Amendments 0001, 0002 and 0003. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Trucks & Trailers.

b. Performance under this contract shall be governed by the Statement of Work (SOW), terms and conditions of RFP SPE8EC-17-R-0008, as amended, and the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. FAR 52.216-2 Economic Price Adjustment – Standard Supplies (Jan 1997), which was completed by Mack Defense and returned to DLA Troop Support on June 5, 2017 is hereby incorporated into the contract.

d. The Unique Entity Identifier Number, as referenced on page 4 of the solicitation, was completed Mack Defense and returned to DLA Troop Support on June 5, 2017 and is hereby incorporated into the contract.

e. Mack Defense's Commercial Subcontracting Plan, which was approved by DLA Troop Support, is valid through December 31, 2018.

f. The product base list unit prices set forth in the contractor's proposal dated June 5, 2017, and the final proposal discounts dated March 21, 2018, are applicable to the items specified in this contract and are shown on page 12 of this contract.

The proposed product base list unit prices are from Mack Trucks' [REDACTED] Commercial Price List and Volvo Group's [REDACTED] Commercial Price List.

The negotiated discounts on page 12 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order awarded under the contract. At any time, the contractor can offer discounts greater than the contractual discounts.

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

**h. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (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). 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 (\$82,340,643.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Trucks & Trailers contracts to be awarded under SPE8EC-17-R-0008, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$139,979,093.00.

**3) DELIVERY ORDER LIMITATIONS**

(a) **Minimum Order:** When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) **Maximum Order:** The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$100,000,000.00

(2) Any order for a combination of items in excess of \$100,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**4) CONTRACT UNIT PRICES**

(a) The product base list unit prices set forth in the contractor's proposal dated June 5, 2017, and the final proposal discounts dated March 21, 2017, are applicable to the items specified in this contract and are shown on page 12 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 [REDACTED]

b. Prompt Payment Procedures apply.

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

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



**6) CONTRACT ADMINISTRATION:** Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) **New Cumberland, PA.**

**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 (MAY 2014)  
**FAR 52.232-39** Unenforceability of Unauthorized Obligations (JUN 2013)  
**FAR 52.232-40** Providing Accelerated Payments to Small Business Contractors (DEC 2013)  
**FAR 52.242-5** Payments to Small Business Subcontractors (JAN 2017)  
**DFARS 252.204-7004**, Alternate A, System for Award Management (FEB 2014)  
**DFARS 252.222-7007** Representation Regarding Combatting Trafficking in Persons (JAN 2015)  
**DFARS 252.225-7048** Export Controlled Items (JUN 2013)  
**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 252.203-7005**, Representation Relating to Compensation of Former DoD Officials (NOV 2011)  
**DFARS 252.204-7012**, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)  
**DFARS 252.204-7015**, Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)  
**DFARS 252.205-7000**, Provision of Information to Cooperative Agreement Holders (DEC 1991)  
**DFARS 252.211-7003**, Item Unique Identification and Valuation (MAR 2016)  
**DFARS 252.211-7006**, Passive Radio Frequency Identification (JUN 2016)  
**DFARS 252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (MAR 2016)  
**DFARS 252.223-7008**, Prohibition of Hexavalent Chromium (JUN 2013)  
**DFARS 252.225-7012**, Preference for Certain Domestic Commodities (DEC 2016)  
**DFARS 252.225-7021**, Trade Agreements (DEC 2016)  
**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 (SEP 2004)  
**DFARS 252.227-7015**, Technical Data -- Commercial Items (FEB 2014)  
**DFARS 252.227-7037**, Validation of Restrictive Markings on Technical Data (SEP 2016)  
**DFARS 252.232-7003**, Electronic Submission of Payment Requests and Receiving Reports (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)  
**DFARS 252.247-7028**, Application for U.S. Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the

following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

**DFARS 252.227-7013**, Rights in Technical Data – Noncommercial Items (FEB 2014)

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

**DFARS 252.227-7037**, Validation of Restrictive Markings on Technical Data (SEP 2016)

**DFARS 252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

**DFARS 252.237-7019**, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

**DFARS 252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

**DFARS 252.247-7023**, Transportation of Supplies by Sea (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 pages 12-16 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:

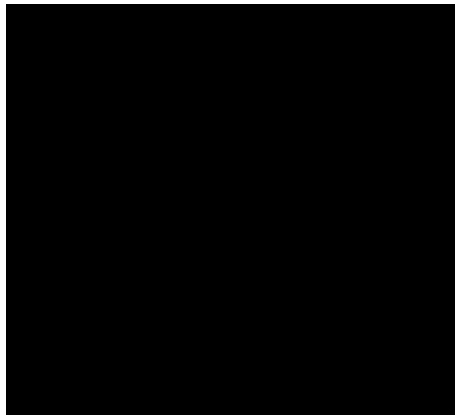
ITEM NO.

PLANT NAME AND ADDRESS

Mack Truck (*all models*)

Volvo Truck (*VHD, VNL & VNR models*)

Volvo Truck (*FMX model*)



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

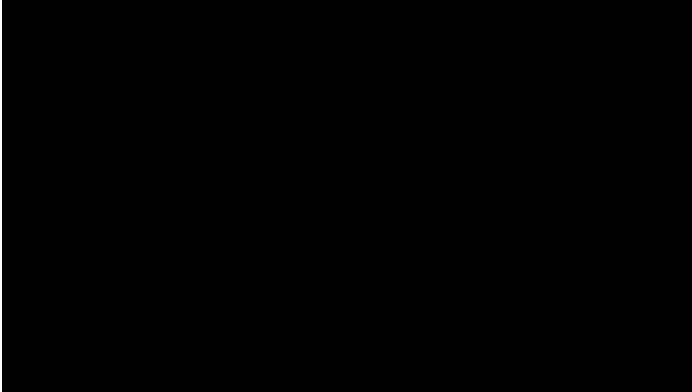
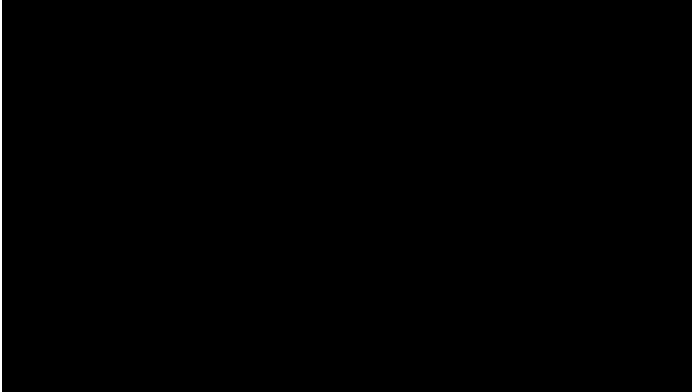
(b) Place of Packaging, Packing and Marking:

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

(2) As shown below:

(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 NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
Mack Truck (all models)		
Volvo Truck (VHD, VNL and VNR models)		
Volvo Truck (FMX model)		

*See Attachment A (at end) for the complete list of Mack/Volvo North America (U.S./Canada) dealer locations for inspection. Delivery location will dictate location of inspection.*

(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 **Not/Applicable**

(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. **Not/Applicable**

(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. **Not/Applicable**

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

(2) As shown below:

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

The "Note" referenced on page 14 of the original solicitation (under the ADDENDUM TO FAR 52.212-4), which is incorporated by reference into the basic contract, is revised from: "FAR 52.246-2, *Inspection of Supplies – Fixed Price (AUG 1996)* is hereby included in this solicitation and resulting contract and takes

precedence over FAR 52.212-4(a)" to: "Inspection/Acceptance shall be in accordance with FAR 52.246-2, Inspection of Supplies – Fixed Price (AUG 1996) or FAR 52.212-4 Contract Terms and conditions – Commercial Items (JAN 2017) paragraph (a) Inspection/Acceptance." **The applicable clause will be determined by the Contracting Officer upon the issuance of each delivery order.** In the absence of either clause, FAR 52.246-2, Inspection of Supplies – Fixed Price (AUG 1996) applies.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)**

(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) **52.209-19**, 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) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- (3) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (4) **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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) **52.204-14**, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);
- (7) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);
- (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- (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.
- (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 (NOV 2016) (15 U.S.C. 637 (d)(2) and (3)).
  - X (17)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2017) (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** (JAN 2016) of 52.219-9
    - \_\_\_ (v) **Alternate IV** (JAN 2016) 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 (JAN 2017) (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)).
  - X (25) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
  - X (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
  - X (27) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
  - X (28) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
  - X (29) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
  - X (30) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
  - X (31) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
  - X (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
  - X (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).
  - X (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.)
  - X (35) **52.222-59**, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017.
- Note to paragraph (b) (35):** By a court order issued on October 24, 2016, 52.222-59, is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- X (36) **52.222-60**, Paycheck Transparency (Executive Order 13673) (Oct 2016).
  - \_\_\_ (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 Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) **Alternate I** (Jun 2014) of 52.223-14.
- \_\_\_ (42) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (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 (Aug 2011) (E.O. 13513).
- \_\_\_ (45) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (46) **52.223-21**, Foams (Jun 2016) (E.O. 13696).
- \_\_\_ (47)(i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) **Alternate I** (JAN 2017) of 52.224-3.
- \_\_\_ (48) **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (49)(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.
- \_\_\_ (50) **52.225-5**, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (51) **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).
- \_\_\_ (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (55) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (56) **52.232-30**, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (57) **52.232-33**, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (58) **52.232-34**, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (59) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (60) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (61) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).
- \_\_\_ (62)(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:

[Contracting Officer check as appropriate.]

- \_\_\_ (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) (E.O. 13658).
  - \_\_\_ (9) **52.222-62**, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - \_\_\_ (10) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
  - \_\_\_ (11) **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) 52.203-19, 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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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.
- (iv) 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.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xvix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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.

SPE8EC-18-D-0015

Mack Defense LLC

#	Description of Item	Make / Model Number
1	Mack Truck	Pinnacle
2	Mack Truck	Anthem
3	Mack Truck	LR
4	Mack Truck	Granite
5	Mack Truck	TerraPro
6	Volvo Truck	VNL
7	Volvo Truck	VHD
8	Volvo Truck	VNR
9	Volvo Truck	FMX