

|  |  |   |   |   |  |  |                                      |                                   |  |
|--|--|---|---|---|--|--|--------------------------------------|-----------------------------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b><br>Offeror To Complete Block 12, 17, 23, 24, & 30   |  |   |   | <b>1. Requisition Number</b><br>SEE SCHEDULE  |  | <b>Page</b> 1 <b>Of</b> 35   |                                      |                                   |  |
| <b>2. Contract No.</b><br>W56HZV-13-C-0345   |  | <b>3. Award/Effective Date</b><br>2013SEP04 |   | <b>4. Order Number</b>  |  | <b>5. Solicitation Number</b>  |                                      | <b>6. Solicitation Issue Date</b> |  |
| <b>7. For Solicitation Information Call:</b>   |  | <b>A. Name</b><br>VERNARD L. MOORE          |   |   | <b>B. Telephone Number (No Collect Calls)</b><br>(586)282-7222   |  | <b>8. Offer Due Date/Local Time</b>  |                                   |  |
| <b>9. Issued By</b><br>U.S. ARMY CONTRACTING COMMAND<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL   |  |   | <b>Code</b><br>W56HZV   | <b>10. This Acquisition is</b> <input type="checkbox"/> Unrestricted <b>OR</b> <input checked="" type="checkbox"/> <b>Set Aside: 100 % For:</b>                             |  |  |                                      |                                   |  |
|  |  |   | <input checked="" type="checkbox"/> <b>Small Business</b>                     | <input type="checkbox"/> <b>Women-Owned Small Business (WOSB)</b><br>Eligible Under the Women-Owned Small Business Program  |  |  |                                      |                                   |  |
|  |  |   | <input type="checkbox"/> <b>Hubzone Small Business</b>                        | <input type="checkbox"/> <b>Economically Disadvantaged Women-Owned Small Business (EDWOSB)</b>  |  |  |                                      |                                   |  |
|  |  |   | <input type="checkbox"/> <b>Service-Disabled Veteran-Owned Small Business</b> | <b>NAICS: 336212</b>  |  |  |                                      |                                   |  |
| <b>Email:</b> VERNARD.L.MOORE@US.ARMY.MIL  |  |   | <input type="checkbox"/> <b>8(A)</b>  | <b>Size Standard:</b>   |  |  |                                      |                                   |  |
| <b>11. Delivery For FOB Destination Unless Block Is Marked</b><br><input checked="" type="checkbox"/> See Schedule   |  | <b>12. Discount Terms</b>                   |   | <input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>  |  |  | <b>13b. Rating</b> DOA4              |                                   |  |
|  |  |   |   | <b>14. Method Of Solicitation</b> <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP   |  |  |                                      |                                   |  |
| <b>15. Deliver To</b><br>SEE SCHEDULE  |  |   | <b>Code</b>   | <b>16. Administered By</b><br>DCMA ST. PETERSBURG<br>830 CENTRAL AVENUE<br>SUITE 500<br>ST. PETERSBURG FL 33701   |  |  | <b>Code</b> S1109A                   |                                   |  |
| <b>Telephone No.</b>   |  |   |   |   |  |  |                                      |                                   |  |
| <b>17a. Contractor/Offeror Code</b> 30DZ6  |  | <b>Facility</b>                             |   | <b>18a. Payment Will Be Made By</b><br>DFAS-COLUMBUS CENTER<br>SOUTH ENTITLEMENT OPERATIONS<br>P.O. BOX 182264<br>COLUMBUS OH 43218-2264<br>1-800-756-4571 FAX 614-693-2224 |  |  | <b>Code</b> HQ0338                   |                                   |  |
| GLOBE TRAILER MANUFACTURING, INC.<br>3101 59TH AVENUE DR E<br>BRADENTON, FL 34203-5311   |  |   |   |   |  |  |                                      |                                   |  |
| <b>Telephone No.</b> (941)753-2199   |  |   |   |   |  |  |                                      |                                   |  |
| <input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>  |  |   |   | <input type="checkbox"/> <b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b><br><input type="checkbox"/> See Addendum                   |  |  |                                      |                                   |  |
| <b>19. Item No.</b>  | <b>20. Schedule Of Supplies/Services</b>                   |   |   | <b>21. Quantity</b>   | <b>22. Unit</b>  | <b>23. Unit Price</b>  |                                      | <b>24. Amount</b>                 |  |
|  | SEE SCHEDULE   |   |   |   |  |  |                                      |                                   |  |
|  | (Use Reverse and/or Attach Additional Sheets As Necessary) |   |   |   |  |  |                                      |                                   |  |
| <b>25. Accounting And Appropriation Data</b><br>SEE CONTRACT ADMINISTRATION DATA   |  |   |   |   |  | <b>26. Total Award Amount (For Govt. Use Only)</b><br>\$3,610,000.00 |                                      |                                   |  |
| <input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda</b> <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.  |  |   |   |   |  |  |                                      |                                   |  |
| <input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda</b> <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.   |  |   |   |   |  |  |                                      |                                   |  |
| <input type="checkbox"/> <b>28. Contractor Is Required To Sign This Document And Return _____ 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.</b> |  |   |   |   | <input checked="" type="checkbox"/> <b>29. Award Of Contract: Ref.</b> W56HZV13R0143 <b>Offer Dated _____ Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE</b> |  |                                      |                                   |  |
| <b>30a. Signature Of Offeror/Contractor</b>  |  |   |   | <b>31a. United States Of America (Signature Of Contracting Officer)</b><br>/SIGNED/   |  |  |                                      |                                   |  |
| <b>30b. Name And Title Of Signer (Type Or Print)</b>   |  | <b>30c. Date Signed</b>                     |   | <b>31b. Name Of Contracting Officer (Type Or Print)</b><br>CRAIG A. GOEPPER<br>CRAIG.A.GOEPPER@US.ARMY.MIL (586)282-3898  |  |  | <b>31c. Date Signed</b><br>2013SEP04 |                                   |  |

| 19.<br>Item No. | 20.<br>Schedule Of Supplies/Services | 21.<br>Quantity | 22.<br>Unit | 23.<br>Unit Price | 24.<br>Amount |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

|   |                                |                        |   |   |                             |                  |
|---|--------------------------------|------------------------|---|---|-----------------------------|------------------|
| 32b. Signature Of Authorized Government Representative        |                                | 32c. Date              | 32d. Printed Name and Title of Authorized Government Representative |   |                             |                  |
| 32e. Mailing Address of Authorized Government Representative  |                                |                        | 32f. Telephone Number of Authorized Government Representative       |   |                             |                  |
|   |                                |                        | 32g. E-Mail of Authorized Government Representative                 |   |                             |                  |
| 33. Ship Number   |                                | 34. Voucher Number     | 35. Amount Verified Correct For                                     | 36. Payment   |                             | 37. Check Number |
| <input type="checkbox"/> Partial                              | <input type="checkbox"/> Final |                        |   | <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final |                             |                  |
| 38. S/R Account No.   |                                | 39. S/R Voucher Number | 40. Paid By   |   |                             |                  |
| 41a. I Certify This Account Is Correct And Proper For Payment |                                |                        | 42a. Received By (Print)  |   |                             |                  |
| 41b. Signature And Title Of Certifying Officer                |                                |                        | 41c. Date   |   | 42b. Received At (Location) |                  |
|   |                                |                        | 42c. Date Rec'd (YY/MM/DD)  |   | 42d. Total Containers       |                  |

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 2 of 35</b> |
|                           | PIIN/SIIN W56HZV-13-C-0345<br>MOD/AMD            |                     |

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

SUPPLEMENTAL INFORMATION

Buyer Name: VERNARD L. MOORE  
 Buyer Office Symbol/Telephone Number: CCTA-AHPD-D/(586)282-7222  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders  
 Type of Business: Other Small Business Performing in U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: Radar & Sensor  
 FMS REQUIREMENT

\*\*\* End of Narrative A0000 \*\*\*

| Regulatory Cite | Title                           | Date     |
|-----------------|---------------------------------|----------|
| 1               | 52.204-4850 ACCEPTANCE APPENDIX | SEP/2008 |

(a) Contract Number W56HZV-13-C-0345 is awarded to Globe Trailer Manufacturing, Inc.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: 0001 - 0005.

[End of Clause]

|   |  |          |
|---|--|----------|
| 2 | 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON | APR/2011 |
|---|--|----------|

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor: GLOBE TRAILER MANUFACTURING, INC.

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY          | UNIT          | UNIT PRICE      | AMOUNT       |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
|-------------------|--|-------------------|---------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--------|---|--|----------------|-------------------|--|--|--|--|--|--------|--|--|--|-------------------|-----------------|-----------------|--|--|--|-----|----|-------------|--|--|--|----|----|-----------------|---------------|
| 0001              | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>34T TRAILER<br>NSN: 9999-99-999-9999<br>FSCM: 00000<br>PART NR: 2320-000COMVEH  |                   |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
| 0001AA            | <p><u>34-TON LOW BED TRAILER</u></p> <p>GENERIC NAME DESCRIPTION: 34T TRAILER<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price<br/>                     PRON: J537W655EH PRON AMD: 03 ACRN: AA<br/>                     AMS CD: 9XXXXX<br/>                     PSC: 9999<br/>                     FMS COUNTRY/CASE: H5/UBE</p> <p>RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     COMMERCIAL MARKING<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BH5B7522979008</td> <td>TH5H00</td> <td>M</td> <td>TH5B00</td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>TH5B00</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>23</td> <td>02-JAN-2014</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (TH5B00) Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>MARK FOR: Reference DAASINQ website:https://www.transactionservices.dla.mil/</p> | DOC               | SUPPL         |                 |              |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | BH5B7522979008 | TH5H00 | M | TH5B00 | 2 |  | <u>PROJ CD</u> | <u>BRK BLK PT</u> |  |  |  |  |  | TH5B00 |  |  |  | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> |  |  |  | 001 | 23 | 02-JAN-2014 |  |  |  | 23 | EA | \$ 38,000.00000 | \$ 874,000.00 |
| DOC               | SUPPL  |                   |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>       | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
| 001               | BH5B7522979008   | TH5H00            | M             | TH5B00          | 2            |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
|                   | <u>PROJ CD</u>   | <u>BRK BLK PT</u> |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
|                   |  | TH5B00            |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DEL DATE</u>   |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |
| 001               | 23   | 02-JAN-2014       |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |  |  |  |     |    |             |  |  |  |    |    |                 |               |

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: GLOBE TRAILER MANUFACTURING, INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>DAASINQ</p> <p>SHIP TO/MARK FOR (TH5H00):</p> <p>SEK LOT RQMTS DIV SA OFF ANP<br/>POC HARZBECKER CEL 078 888 8610<br/>SAFYA EDNA KHALI SOLUTIONS DAH SABZ<br/>NEAR CHECK POINT 1<br/>KABUL, AFGHANISTAN</p> <p>TAC: M<br/>TRANS. ACCT. CODE: BDOD</p> <p>(End of narrative F001)</p> |          |      |            |        |

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Name of Offeror or Contractor: GLOBE TRAILER MANUFACTURING, INC.

| ITEM NO    | SUPPLIES/SERVICES  | QUANTITY    | UNIT     | UNIT PRICE | AMOUNT |          |       |     |                |        |   |        |   |         |            |  |        |            |          |          |     |    |             |    |    |                 |               |
|------------|--|-------------|----------|------------|--------|----------|-------|-----|----------------|--------|---|--------|---|---------|------------|--|--------|------------|----------|----------|-----|----|-------------|----|----|-----------------|---------------|
| 0001AB     | <p><u>34-TON LOW BED TRAILER</u></p> <p>GENERIC NAME DESCRIPTION: 34T TRAILER<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price<br/>                     PRON: J537W656EH PRON AMD: 04 ACRN: AB<br/>                     AMS CD: 9XXXXX<br/>                     PSC: 9999<br/>                     FMS COUNTRY/CASE: H5/UBE</p> <p>RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     COMMERCIAL MARKING<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>BH5B7522979009</td> <td>TH5H00</td> <td>M</td> <td>TH5B00</td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>PROJ CD</th> <th>BRK BLK PT</th> </tr> </thead> <tbody> <tr> <td></td> <td>TH5B00</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>23</td> <td>01-FEB-2014</td> </tr> </tbody> </table> </p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (TH5B00) Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>MARK FOR: Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>SHIP TO/MARK FOR (TH5H00):</p> <p>SEK LOT RQMTS DIV SA OFF ANP<br/>                     POC HARZBECKER CEL 078 888 8610<br/>                     SAFYA EDNA KHALI SOLUTIONS DAH SABZ<br/>                     NEAR CHECK POINT 1</p> | REL CD      | MILSTRIP | ADDR       | SIG CD | MARK FOR | TP CD | 001 | BH5B7522979009 | TH5H00 | M | TH5B00 | 2 | PROJ CD | BRK BLK PT |  | TH5B00 | DEL REL CD | QUANTITY | DEL DATE | 001 | 23 | 01-FEB-2014 | 23 | EA | \$ 38,000.00000 | \$ 874,000.00 |
| REL CD     | MILSTRIP   | ADDR        | SIG CD   | MARK FOR   | TP CD  |          |       |     |                |        |   |        |   |         |            |  |        |            |          |          |     |    |             |    |    |                 |               |
| 001        | BH5B7522979009   | TH5H00      | M        | TH5B00     | 2      |          |       |     |                |        |   |        |   |         |            |  |        |            |          |          |     |    |             |    |    |                 |               |
| PROJ CD    | BRK BLK PT   |             |          |            |        |          |       |     |                |        |   |        |   |         |            |  |        |            |          |          |     |    |             |    |    |                 |               |
|            | TH5B00   |             |          |            |        |          |       |     |                |        |   |        |   |         |            |  |        |            |          |          |     |    |             |    |    |                 |               |
| DEL REL CD | QUANTITY   | DEL DATE    |          |            |        |          |       |     |                |        |   |        |   |         |            |  |        |            |          |          |     |    |             |    |    |                 |               |
| 001        | 23   | 01-FEB-2014 |          |            |        |          |       |     |                |        |   |        |   |         |            |  |        |            |          |          |     |    |             |    |    |                 |               |

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

| <b>ITEM NO</b> | <b>SUPPLIES/SERVICES</b>   | <b>QUANTITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|----------------|--|-----------------|-------------|-------------------|---------------|
|                | KABUL, AFGHANISTAN<br><br>TAC: M<br>TRANS. ACCT. CODE: BDOD<br><br>(End of narrative F001) |                 |             |                   |               |

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| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY          | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
|-------------------|---|-------------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--------|---|--|----------------|-------------------|--|--|--|--|--|--------|--|--|--|-------------------|-----------------|-----------------|-----|----|-------------|----|----|-----------------|---------------|
| 0001AC            | <p><u>34-TON LOW BED TRAILER</u></p> <p>GENERIC NAME DESCRIPTION: 34T TRAILER<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price<br/>                     PRON: J537W657EH PRON AMD: 03 ACRN: AC<br/>                     AMS CD: 9XXXXX<br/>                     PSC: 9999<br/>                     FMS COUNTRY/CASE: H5/UBE</p> <p>RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     COMMERCIAL MARKING<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BH5B7522979010</td> <td>TH5H00</td> <td>M</td> <td>TH5B00</td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>TH5B00</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>23</td> <td>03-MAR-2014</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (TH5B00) Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>MARK FOR: Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>SHIP TO/MARK FOR (TH5H00):</p> <p>SEK LOT RQMTS DIV SA OFF ANP<br/>                     POC HARZBECKER CEL 078 888 8610<br/>                     SAFYA EDNA KHALI SOLUTIONS DAH SABZ<br/>                     NEAR CHECK POINT 1</p> </p> | <u>REL CD</u>     | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | BH5B7522979010 | TH5H00 | M | TH5B00 | 2 |  | <u>PROJ CD</u> | <u>BRK BLK PT</u> |  |  |  |  |  | TH5B00 |  |  |  | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 23 | 03-MAR-2014 | 23 | EA | \$ 38,000.00000 | \$ 874,000.00 |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>       | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
| 001               | BH5B7522979010  | TH5H00            | M               | TH5B00          | 2             |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
|                   | <u>PROJ CD</u>  | <u>BRK BLK PT</u> |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
|                   |   | TH5B00            |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DEL DATE</u>   |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
| 001               | 23  | 03-MAR-2014       |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-13-C-0345 **MOD/AMD**

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>KABUL, AFGHANISTAN</p> <p>TAC: M</p> <p>TRANS. ACCT. CODE: BDOD</p> <p>(End of narrative F001)</p> |          |      |            |        |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0345 MOD/AMD

Name of Offeror or Contractor: GLOBE TRAILER MANUFACTURING, INC.

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY          | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
|-------------------|---|-------------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--------|---|--|----------------|-------------------|--|--|--|--|--|--------|--|--|--|-------------------|-----------------|-----------------|-----|----|-------------|----|----|-----------------|---------------|
| 0001AD            | <p>34-TON LOW BED TRAILER</p> <p>GENERIC NAME DESCRIPTION: 34T TRAILERS<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price<br/>                     PRON: J537W658EH PRON AMD: 03 ACRN: AD<br/>                     AMS CD: 9XXXXX<br/>                     PSC: 9999<br/>                     FMS COUNTRY/CASE: H5/UBE</p> <p>RFID TAGS ARE REQUIRED. THE UNIT PRICE INCLUDES AN ACTIVE RADIO FREQUENCY IDENTIFICATION (RFID) TAG IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE SPECIFICATION (ATTACHMENT 0001).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     COMMERCIAL MARKING<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BH5B7522979011</td> <td>TH5H00</td> <td>M</td> <td>TH5B00</td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>TH5B00</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>23</td> <td>02-APR-2014</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (TH5B00) Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>MARK FOR: Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>SHIP TO/MARK FOR (TH5H00):</p> <p>SEK LOT RQMTS DIV SA OFF ANP<br/>                     POC HARZBECKER CEL 078 888 8610<br/>                     SAFYA EDNA KHALI SOLUTIONS DAH SABZ</p> </p> | <u>REL CD</u>     | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | BH5B7522979011 | TH5H00 | M | TH5B00 | 2 |  | <u>PROJ CD</u> | <u>BRK BLK PT</u> |  |  |  |  |  | TH5B00 |  |  |  | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 23 | 02-APR-2014 | 23 | EA | \$ 38,000.00000 | \$ 874,000.00 |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>       | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
| 001               | BH5B7522979011  | TH5H00            | M               | TH5B00          | 2             |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
|                   | <u>PROJ CD</u>  | <u>BRK BLK PT</u> |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
|                   |   | TH5B00            |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DEL DATE</u>   |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |
| 001               | 23  | 02-APR-2014       |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |    |             |    |    |                 |               |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-13-C-0345      **MOD/AMD**

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

| <b>ITEM NO</b> | <b>SUPPLIES/SERVICES</b>  | <b>QUANTITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|----------------|---|-----------------|-------------|-------------------|---------------|
|                | <p>NEAR CHECK POINT 1<br/>KABUL, AFGHANISTAN</p> <p>TAC: M<br/>TRANS. ACCT. CODE: BDOD</p> <p>(End of narrative F001)</p> |                 |             |                   |               |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0345 MOD/AMD

Name of Offeror or Contractor: GLOBE TRAILER MANUFACTURING, INC.

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY          | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |   |             |   |    |                 |               |
|-------------------|---|-------------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--------|---|--|----------------|-------------------|--|--|--|--|--|--------|--|--|--|-------------------|-----------------|-----------------|-----|---|-------------|---|----|-----------------|---------------|
| 0001AE            | <p>34-TON LOW BED TRAILER</p> <p>GENERIC NAME DESCRIPTION: 34T TRAILER<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price<br/>                     PRON: J537W659EH PRON AMD: 03 ACRN: AE<br/>                     AMS CD: 9XXXXX<br/>                     PSC: 9999<br/>                     FMS COUNTRY/CASE: H5/UBE</p> <p>RFID TAGS ARE REQUIRED. THE UNIT PRICE INCLUDES AN ACTIVE RADIO FREQUENCY IDENTIFICATION (RFID) TAG IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE SPECIFICATION (ATTACHMENT 0001).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     COMMERCIAL MARKING<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BH5B7522979012</td> <td>TH5H00</td> <td>M</td> <td>TH5B00</td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>TH5B00</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>3</td> <td>02-MAY-2014</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (TH5B00) Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>MARK FOR: Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ</p> <p>SHIP TO/MARK FOR (TH5H00):</p> <p>SEK LOT RQMTS DIV SA OFF ANP<br/>                     POC HARZBECKER CEL 078 888 8610<br/>                     SAFYA EDNA KHALI SOLUTIONS DAH SABZ</p> </p> | <u>REL CD</u>     | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | BH5B7522979012 | TH5H00 | M | TH5B00 | 2 |  | <u>PROJ CD</u> | <u>BRK BLK PT</u> |  |  |  |  |  | TH5B00 |  |  |  | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 3 | 02-MAY-2014 | 3 | EA | \$ 38,000.00000 | \$ 114,000.00 |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>       | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |   |             |   |    |                 |               |
| 001               | BH5B7522979012  | TH5H00            | M               | TH5B00          | 2             |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |   |             |   |    |                 |               |
|                   | <u>PROJ CD</u>  | <u>BRK BLK PT</u> |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |   |             |   |    |                 |               |
|                   |   | TH5B00            |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |   |             |   |    |                 |               |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DEL DATE</u>   |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |   |             |   |    |                 |               |
| 001               | 3   | 02-MAY-2014       |                 |                 |               |                 |              |     |                |        |   |        |   |  |                |                   |  |  |  |  |  |        |  |  |  |                   |                 |                 |     |   |             |   |    |                 |               |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-13-C-0345 **MOD/AMD**

**Page** 12 **of** 35

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

| <b>ITEM NO</b> | <b>SUPPLIES/SERVICES</b>  | <b>QUANTITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|----------------|---|-----------------|-------------|-------------------|---------------|
|                | <p>NEAR CHECK POINT 1<br/>KABUL, AFGHANISTAN</p> <p>TAC: M<br/>TRANS. ACCT. CODE: BDOD</p> <p>(End of narrative F001)</p> |                 |             |                   |               |

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 13 of 35****PIIN/SIIN** W56HZV-13-C-0345**MOD/AMD**

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE CONTRACTOR SHALL PROVIDE THE 95 EACH 34 TON LOW BED TRAILERS IN ACCORDANCE WITH THE CONTRACT ATTACHMENT 0001 (34 TON TRAILER SPECIFICATIONS) DATED 03 MAY 2013 AND ATTACHMENT 0002 (TECHNICAL INFORMATION QUESTIONNAIRE (TIQ)) DATED 09 MAY 2013.

\*\*\* END OF NARRATIVE C0001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-13-C-0345

MOD/AMD

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

## PACKAGING AND MARKING

|   | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.247-4016<br>(TACOM) | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS | AUG/2005    |

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-13-C-0345

MOD/AMD

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

## INSPECTION AND ACCEPTANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                             | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.246-4028<br>(TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | NOV/2005    |

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: Globe Trailer Mfg, Inc. 30DZ6  
(Name) (CAGE)

3101 59th Ave. Dr. E., Bradenton, FL 34203  
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: Globe Trailer Mfg, Inc. 30DZ6  
(Name) (CAGE)

3101 59th Ave. Dr. E., Bradenton, FL 34203  
(Address) (City) (State) (Zip)

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-13-C-0345

MOD/AMD

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

## DELIVERIES OR PERFORMANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.211-17              | DELIVERY OF EXCESS QUANTITIES   | SEP/1989    |
| 2 | 52.242-17              | GOVERNMENT DELAY OF WORK  | APR/1984    |
| 3 | 52.247-29              | F.O.B. ORIGIN   | FEB/2006    |
| 4 | 52.247-52              | CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS | FEB/2006    |
| 5 | 52.247-58              | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS   | APR/1984    |
| 6 | 52.247-59              | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS  | APR/1984    |
| 7 | 52.247-65              | F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS   | JAN/1991    |
| 8 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE   | SEP/2008    |

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| N/A      | N/A | N/A                                      |

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

| ITEM NO. | QTY      | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|----------|--|
| 0001AA   | 23       | 120                                      |
| 0001AB   | 23       | 150                                      |
| 0001AC   | 23       | 180                                      |
| 0001AD   | 23       | 210                                      |
| 0001AE   | <u>3</u> | 240                                      |
| Total    | 95       |  |

(d) Accelerated delivery schedule is acceptable at no additional cost to the Government.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
|----------|-----|--|

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-13-C-0345

MOD/AMD

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

9 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS APR/2012  
(WARREN)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_, Fiber Box \_\_\_\_, Barrel \_\_\_\_, Reel \_\_\_\_, Drum \_\_\_\_, Other (Specify) \_\_\_\_\_;

(ii) Shipping configuration: Knocked-down \_\_\_\_, Set-up \_\_\_\_, Nested \_\_\_\_, Other (specify) Stacked;(iii) Size of container: 540 (Length), x 102 (Width), x 108 (Height) = 3422 Cubic Ft;(iv) Number of items per container 1 each;(v) Gross weight of container and contents 20,000 Lbs;(vi) Palletized/skidded \_\_Yes X No;(vii) Number of containers per pallet/skid X;(viii) Weight of empty pallet bottom/skid and sides X Lbs;(ix) Size of pallet/skid and contents X Lbs\* Cube X;

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

\*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).



**CONTINUATION SHEET**

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

(3) Facilities for shipping by water

- are
- are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- are
- are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: \_\_\_\_\_/Unit      MOTOR: \_\_\_\_\_/Unit      WATER: \_\_\_\_\_ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

13      52.247-4011      FOB POINT      SEP/1978  
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: Bradenton, FL 34203 U.S.A.

(City)      (State)      (ZIP)      (County)

(2) Subcontractor's Plant: \_\_\_\_\_

(City)      (State)      (ZIP)      (County)

[End of Clause]

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>MIPR/<br><u>ITEM</u> | OBLG<br><u>STAT</u> | JO NO/<br><u>ACCT ASSIGN</u> | ACRN |       | OBLIGATED<br><u>AMOUNT</u> |
|--------|--|---------------------|------------------------------|------|-------|----------------------------|
| 0001AA | J537W655EH<br>9XXXXX<br>011              | 2                   | F.0000099.4.1.1.1.1          | AA   | \$    | 874,000.00                 |
| 0001AB | J537W656EH<br>9XXXXX<br>011              | 2                   | F.0000099.4.1.2.1            | AB   | \$    | 874,000.00                 |
| 0001AC | J537W657EH<br>9XXXXX<br>011              | 2                   | F.0000099.4.1.3.1            | AC   | \$    | 874,000.00                 |
| 0001AD | J537W658EH<br>9XXXXX<br>011              | 2                   | F.0000099.4.1.4.1            | AD   | \$    | 874,000.00                 |
| 0001AE | J537W659EH<br>9XXXXX<br>011              | 2                   | F.0000099.4.1.5.1            | AE   | \$    | 114,000.00                 |
|        |  |                     |                              |      | TOTAL | \$ 3,610,000.00            |

| ACRN | ACCOUNTING CLASSIFICATION           |      |            |                   | OBLIGATED<br><u>AMOUNT</u> |
|------|-------------------------------------|------|------------|-------------------|----------------------------|
| AA   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609168 | F.0000099.4.1.1.1 | 021001 \$ 874,000.00       |
| AB   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609341 | F.0000099.4.1.2.1 | 021001 \$ 874,000.00       |
| AC   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609344 | F.0000099.4.1.3.1 | 021001 \$ 874,000.00       |
| AD   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609349 | F.0000099.4.1.4.1 | 021001 \$ 874,000.00       |
| AE   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609590 | F.0000099.4.1.5.1 | 021001 \$ 114,000.00       |
|      |                                     |      |            |                   | TOTAL \$ 3,610,000.00      |

| LINE   | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION  |      |            |                          |
|--------|------|-------------------------------------|------|------------|--------------------------|
| 0001AA | AA   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609168 | F.0000099.4.1.1.1 021001 |
| 0001AB | AB   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609341 | F.0000099.4.1.2.1 021001 |
| 0001AC | AC   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609344 | F.0000099.4.1.3.1 021001 |
| 0001AD | AD   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609349 | F.0000099.4.1.4.1 021001 |
| 0001AE | AE   | 097 2010XXXX8242 H501 A60EE UBE004B | 3101 | L032609590 | F.0000099.4.1.5.1 021001 |

|   | Regulatory Cite             | Title  | Date     |
|---|-----------------------------|--|----------|
| 1 | 252.204-0005<br>(DFARS PGI) | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE<br>(DFAS) - Line Item Specific: by Cancellation Date | SEP/2009 |

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

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MOD/AMD

**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

## SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|   |                      |   |          |
|---|----------------------|---|----------|
| 1 | 952.225-0019<br>(C3) | COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) | AUG/2011 |
|---|----------------------|---|----------|

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement:  
[http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation Part V - Department of Defense Customs and Border Clearance Policies and Procedures:  
[http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistans SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in US Military. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs

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formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIROA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIROA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to The Instruction for Customs Clearance Request (Import/Export) Operations. In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

2

52.204-4005

REQUIRED USE OF ELECTRONIC CONTRACTING

AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)

Rock Island - JMTC: <https://acquisition.army.mil/asfi/>

Red River Army Depot: <https://acquisition.army.mil/asfi/>

Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANS are listed at

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-13-C-0345 <b>MOD/AMD</b> | <b>Page 23 of 35</b> |
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<http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically:  
<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

CONTRACT CLAUSES

|    | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|----|------------------------|--|-------------|
| 1  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| 2  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER                                       | MAY/2011    |
| 3  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| 4  | 52.212-4               | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  | JUL/2013    |
| 5  | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| 6  | 52.222-29              | NOTIFICATION OF VISA DENIAL  | JUN/2003    |
| 7  | 52.223-6               | DRUG-FREE WORKPLACE  | MAY/2001    |
| 8  | 52.229-6               | TAXES--FOREIGN FIXED-PRICE CONTRACTS   | FEB/2013    |
| 9  | 52.232-11              | EXTRAS   | APR/1984    |
| 10 | 52.232-17              | INTEREST   | OCT/2010    |
| 11 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| 12 | 52.244-5               | COMPETITION IN SUBCONTRACTING  | DEC/1996    |
| 13 | 52.248-1               | VALUE ENGINEERING  | OCT/2010    |
| 14 | 52.253-1               | COMPUTER GENERATED FORMS   | JAN/1991    |
| 15 | 252.204-7000           | DISCLOSURE OF INFORMATION  | AUG/2013    |
| 16 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| 17 | 252.204-7006           | BILLING INSTRUCTIONS   | OCT/2005    |
| 18 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY          | DEC/2006    |
| 19 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | DEC/2012    |
| 20 | 252.225-7005           | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES  | JUN/2005    |
| 21 | 252.225-7013           | DUTY-FREE ENTRY  | JUN/2012    |
| 22 | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES  | APR/2003    |
| 23 | 252.227-7025           | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | MAY/2013    |
| 24 | 252.229-7000           | INVOICES EXCLUSIVE OF TAXES OR DUTIES  | JUN/1997    |
| 25 | 252.229-7011           | REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS  | SEP/2005    |
| 26 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  | JUN/2012    |
| 27 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS  | DEC/2006    |
| 28 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| 29 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT   | MAR/2008    |
| 30 | 52.212-5               | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS       | AUG/2013    |

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).  
--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (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) (Pub. L. 108-77, 108-78).

(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. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).

(24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

- (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 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).
- (43) 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. 2302 Note).
- (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (48) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- (49) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- (50) 52.232-36, Payment by Third Party (Jul 2013)(31 U.S.C. 3332).

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

\_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (52)(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) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 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 Contractors 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013)(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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 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. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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)

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52.247-1

COMMERCIAL BILL OF LADING NOTATIONS

FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting DCMA St. Petersburg, 830 Central Avenue, Suite 500, St. Petersburg, FL 33701.

(End of Clause)

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32            252.212-7001            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            DEC/2012  
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2)  252.203-7003, Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4)  252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).
- (5)  252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i)  252.225-7001, Buy American Act and Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d, E.O. 10582).
- (ii)  Alternate I (OCT 2011) of 252.225-7001.
- (7)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a).
- (10)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11)  252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12)  252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i)  252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii)  Alternate I (OCT 2011) of 252.225-7021.
- (iii)  Alternate II (OCT 2011) of 252.225-7021.
- (14)  252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15)  252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i)  252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii)  Alternate I (JUN 2012) of 252.225-7036.
- (iii)  Alternate II (NOV 2012) of 252.225-7036.
- (iv)  Alternate III (JUN 2012) of 252.225-7036.

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- (v) \_\_\_ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) \_\_\_ Alternate V (NOV 2012) of 252.225-7036.
- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) x 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) \_\_\_ 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
- (23) x 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (26) x 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(i) x 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (30) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (31) \_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), 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:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

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(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

33            252.225-7027            RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES            APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of N/A, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

34            252.225-7043            ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE            MAR/2006  
THE UNITED STATES

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HDQA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

35            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material               | Identification No. |
|------------------------|--------------------|
| (If none, insert None) |                    |

|      |
|------|
| NONE |
|------|

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

36            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the

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**Name of Offeror or Contractor:** GLOBE TRAILER MANUFACTURING, INC.

extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

37            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

38            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

39            252.223-7001            HAZARD WARNING LABELS            DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)            ACT

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\_\_\_\_NONE\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

40            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

41            52.223-4000            ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS            SEP/1978  
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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## LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                              | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---|-------------|----------------------------------|-----------------------|
| Attachment 0001                  | SPEC FOR 34 TON LOW BED TRAILER AMENDMENT | 03-MAY-2013 | 004                              |                       |
| Attachment 0002                  | TIQ FOR 34 TON LOW BED TRAILERS AMENDMENT | 09-MAY-2013 | 007                              |                       |