

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 6

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	SPE8EC	7. ADMINISTERED BY (If other than Item 6)	CODE S1103A

DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (HEPP)
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Initiator: Shane Moore
DSM0144 Tel: DSN312-444-8635 Email: Shane.Moore@dla.mil

DCMA ATLANTA
2300 LAKE PARK DRIVE
SMYRNA GA 30080-0000
USA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) American Material handling, Inc. DBA A M H 3651 Mars Hill Rd Ste 200A WATKINSVILLE GA 30677-5986 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-16-D-0003
		10B. DATED (SEE ITEM 13) 2015 DEC 10
CODE 0SUS7	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-2 and Add/Delete Language in Solicitation
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

See Continuation Sheet

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Mark Davis - Controller</i>	15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/3/20	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Spadaro Jr	16B. UNITED STATES OF AMERICA SPADARO.ROBERT.F.JR.1291915040 Digitally signed by SPADARO.ROBERT.F.JR.1291915040 Date: 2020.09.03 13:52:32 -0400 (Signature of Contracting Officer)	16C. DATE SIGNED 3-Sept-20
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Contract SPE8EC-16-D-0003 is hereby modified as follows:

1.American Material Handling Commercial Price List with the Model Pricing and Discounts (Base List Price Only) on pages 12 through 15 of the Schedule of Items (SOI) in Contract SPE8EC-16-D-0003 is hereby replaced by pages 3 through 6 of the subject modification to reflect the addition of 1 items to their Schedule of Items

2.In accordance with the Addition/Deletion of Items, the following Model numbers are hereby ADDED to the American Material Handling contract:

ITEM DESCRIPTION	MODEL #
Concrete Mixer Truck	3.5TT

3.All other terms and conditions remain unchanged.

American Material Handling (AMH) SPE8EC-16-D-0003 Trucks & Trailers

Line	Description of Item	Manufacturer	Model #
1	76" x 14' LS Utility Trailer	ANDERSON MFG	LS614
2	82" x 22' 6T Equipment Trailer	ANDERSON MFG	EQ7226T
3	102" X 33' Tagalong Trailer	ANDERSON MFG	TA83310TC
4	102" X 40' 10-ton Gooseneck Trailer	ANDERSON MFG	G84010TC
5	Bomb Cart	CONTRAL CONTAINER	BC-20.40.45HD
6	35' X 102" Frame Type Trailer	MAC TRAILER	TNSP35SA640
7	35' X 96" STL 14-22 RD Frame Trailer	MAC TRAILER	TNSP35SS600
8	48' X 102" Drop Deck Trailer	MAC TRAILER	TNAR48AF
9	4 X 2 Yard Tractor/Spotter (Off Road)	OTTAWNKALMAR	4X2 off road
10	4 X 2 Yard Tractor/Spotter	OTTAWNKALMAR	4X2 DOT
11	6 X 4 Yard Tractor/Spotter	OTTAWNKALMAR	6X4 DOT
12	55,000-lbs capacity Dry Freight Trailer	PITTS (DORSEY)	DV53
13	80,000-lbs capacity Flat Bed Trailer	PITTS	FB
14	20-ton Fixed Neck Lowboy Trailer	PITTS	LB35-38
15	44,000-lbs capacity Fixed Neck Lowboy Trailer	PITTS	LB35-T
16	52-ton Detachable Neck Lowboy Trailer	PITTS	LB52-24D
17	40,000-lbs USAF Drop Deck Flatbed Trailer	PITTS	DF48-AF
18	55-ton Detachable Neck Lowboy Trailer	PITTS	LB55-24D
19	35-ton Detachable Neck Lowboy Trailer	PITTS	LB35-24D
20	35-ton Gooseneck Trailer	TALBERT TRAILERS	35CC-HRG-T1
21	51-ton Gooseneck Trailer	TALBERT TRAILERS	50CC-HRG-T1
22	55-ton Gooseneck Trailer	TALBERT TRAILERS	55SA-HRG-T1
23	35-ton Gooseneck Trailer	TALBERT TRAILERS	3548TA
24	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE801
25	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE1001
26	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE1101
27	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80HT
28	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE100HT
29	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80XT
30	48'6" X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG
31	50' X 102" Trailer	TRAIL-EZE TRAILERS	TE100FG-H3

32	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG-EX
33	51' Closed (62' Open) x 102" Trailer	TRAIL-EZE TRAILERS	TE120-RGEX
34	Epic Hydroseeder, Skid Mount, 60 Gallon	EPIC MANUFACTURING	C120-KD
35	Gooseneck Trailer for Epic Hydroseeder C120	EPIC MANUFACTURING	C120-GN
36	Epic Hydroseeder, Chassis Mount, 100 Gallon	EPIC MANUFACTURING	C330-HO
37	R Series Dump Trailer, Single Axle	Bri-Mar Trailers	DTR508LP-5
38	R Series Dump Trailer, Tandem Axle	Bri-Mar Trailers	DTR610LP-7
39	R Series Dump Trailer, Deck Over	Bri-Mar Trailers	DTR610D-7
40	LP-LE Series Dump Trailer, Tandem Axle	Bri-Mar Trailers	DT610LP-LE-10
41	LP-LE Series Dump Trailer, LP Tandem Axle	Bri-Mar Trailers	DT612LP-LE-12
42	LP-LE Series Dump Trailer, LP Tandem Axle	Bri-Mar Trailers	DT712LP-LE-12
43	LP-LE Series Dump Trailer, Twin Cylinders	Bri-Mar Trailers	DT714LP-LE-14
44	LP Series, 5' Wide Dump Trailer	Bri-Mar Trailers	DT508LP-5
45	LP Series, 6'/7' Wide Dump Trailer	Bri-Mar Trailers	DT612LP-10
46	LP Series, 6'/7' Wide Dump Trailer	Bri-Mar Trailers	DT712LP-12
47	LPHD Series, Dump Trailer, 4" Drop Axles	Bri-Mar Trailers	DT712LPHD-12
48	LPHD Series, Dump Trailer, 4" Drop Axles	Bri-Mar Trailers	DT714LPHD-14
49	LPHD Series, Dump Trailer, Tandem Straight Axles	Bri-Mar Trailers	DT716LPHD-14
50	LPHD Series, Dump Trailer, Tri Straight Axles	Bri-Mar Trailers	DT716LPHD-21
51	DP Series, Dump Trailer	Bri-Mar Trailers	DT712-10-DP
52	EHLE Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH16-10LE
53	EHLE Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH20-10LE
54	EHLE Series, Equipment Haulers, LP Tandem Axle, Heavy Duty	Bri-Mar Trailers	EH20-10LE-HDLS
55	EHELE Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH18-10ELE
56	EH Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH16-12
57	EH Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH18-10
58	EH Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH18-12
59	EH Series, Equipment Haulers, LP Tandem Axle Heavy Duty	Bri-Mar Trailers	EH18-14-HD
60	EH Series, Equipment Haulers, LP Tandem Axle Heavy Duty	Bri-Mar Trailers	EH20-16-HD
61	EH8 Deck Over Series, Equipment Haulers, Tandem Axle 4' Dovetail	Bri-Mar Trailers	EH820-10
62	EH8 Deck Over Series, Equipment Haulers, Tandem Axle 4' Dovetail	Bri-Mar Trailers	EH824-14
63	EH8LE Deck Over Series, Equipment Haulers, Tandem Axle 3' Dovetail	Bri-Mar Trailers	EH818-10LE
64	T Series, Tilt Trailers, LP Single Axle	Bri-Mar Trailers	T712-6
65	T Series, Tilt Trailers, LP Tandem Axle	Bri-Mar Trailers	T16-10

66	T Series, Tilt Trailers, LP Tandem Axle 3/16" Diamond Plate Deck	Bri-Mar Trailers	T16-14
67	HT Series, Tilt Trailers, LP Tandem Axle	Bri-Mar Trailers	HT18-14
68	HT Series, Tilt Trailers, LP Tandem Axle, Split Deck	Bri-Mar Trailers	HT20D-14HD
69	CHT Series, Car Haulers	Bri-Mar Trailers	CHT20-10
70	CH Series, Car Haulers, Open Steel Deck	Bri-Mar Trailers	CH16-7-OPEN
71	CH Series, Car Haulers, Full Steel Deck	Bri-Mar Trailers	CH16-7-FULL
72	CH Series, Car Haulers, Full Steel Deck	Bri-Mar Trailers	CH18-10-FULL
73	UT Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UT-508
74	UT Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UT-610
75	UT Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UT-614
76	UT Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UT-714
77	UT Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UT-718
78	UTE Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UTE-508
79	UTE Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UTE-610
80	UTE Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UTE-612
81	UTE Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UTE-614
82	UTE Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UTE-616
83	DI Series, Dump Inserts	Bri-Mar Trailers	DI-100-6
84	Multi-Tasker Series	BWise Trailers	DUMPSTER w TARP
85	Multi-Tasker Series	BWise Trailers	FLAT DECK
86	Multi-Tasker Series	BWise Trailers	TILT DECK
87	Multi-Tasker Series	BWise Trailers	DUMP BED
88	Multi-Tasker Series	BWise Trailers	LEAF BOX
89	Multi-Tasker Series	BWise Trailers	LEAF BOX w VAC
90	Ultimate Combo Series	BWise Trailers	COMBO
91	DLP8 Series, Dump Trailers	BWise Trailers	DLP8-5
92	DLP10 Series, Dump Trailers	BWise Trailers	DLP10-7
93	DLP10 Series, Dump Trailers	BWise Trailers	DLP10-10
94	DLP12 Series, Dump Trailers	BWise Trailers	DLP12W-10
95	DLP12 Series, Dump Trailers	BWise Trailers	DLP12-15
96	DLP16 Series, Dump Trailers	BWise Trailers	DLP16-15
97	DLP18 Series, Dump Trailers, Tri Axle	BWise Trailers	DLP18-21
98	DU Series, Ultimate Dump Trailers	BWise Trailers	DU12-15
99	DU Series, Ultimate Dump Trailers	BWise Trailers	DU16-15
100	DD Series, Deck Over Dump Trailers	BWise Trailers	DD10-10
101	DD Series, Deck Over Dump Trailers, Wide	BWise Trailers	DD12W-10

102	DDHD Series, Deck Over Dump Trailers	BWise Trailers	DDHD16-15
103	DDHD Series, Deck Over Dump Trailers	BWise Trailers	DDHD16-23
104	DDHD Series, Deck Over Dump Trailers	BWise Trailers	DDHD20-23
105	EA Series, Angle Frame Equipment Haulers	BWise Trailers	EA16-10
106	EA Series, Angle Frame Equipment Haulers	BWise Trailers	EA20-15
107	EC Series, Equipment Haulers	BWise Trailers	EC16-10
108	EC Series, Equipment Haulers	BWise Trailers	EC20-15
109	EDB Deck Over Series, Equipment Haulers	BWise Trailers	EDB24-15
110	EDB Heavy Duty Deck Over Series, Equipment Haulers	BWise Trailers	EDB20-23
111	EDB Heavy Duty Deck Over Series, Equipment Haulers	BWise Trailers	EDB28-23
112	EDB Heavy Duty Deck Over Series, Equipment Haulers	BWise Trailers	EDB32-23
113	TG Series, Gravity Tilt Trailers	BWise Trailers	TG18-10
114	TG Series, Gravity Tilt Trailers	BWise Trailers	TG18-15
115	TG Series, Gravity Tilt Trailers	BWise Trailers	TG22-15
116	TH Series, Hydraulic Tilt Trailers, Split Deck	BWise Trailers	TH22-15
117	THD Deck Over Series, Hydraulic Tilt Trailers	BWise Trailers	THD24-15
118	THD Deck Over Series, Hydraulic Tilt Trailers, Split Deck	BWise Trailers	THD26-15
119	THD Heavy Duty Deck Over Series, Hydraulic Tilt Trailers	BWise Trailers	THDB24-23
120	THD Heavy Duty Deck Over Series, Hydraulic Tilt Trailers	BWise Trailers	THDB30-23
121	U Series, Utility Trailers, Single Axle	BWise Trailers	U58-3
122	U Series, Utility Trailers, Single Axle	BWise Trailers	U614-3
123	U Series, Utility Trailers, Single Axle ATV	BWise Trailers	UATV14-3
124	U Series, Utility Trailers, Single Axle Solid Side	BWise Trailers	USS58-3
125	U Series, Utility Trailers, Single Axle Solid Side	BWise Trailers	USS510-3
126	U Series, Utility Trailers, Single Axle Solid Side	BWise Trailers	USS612-3
127	L Series, Landscape Trailers	BWise Trailers	L12-7
128	L Series, Landscape Trailers	BWise Trailers	L20-7
129	CFD Series, Full Deck Car Hauler	BWise Trailers	CFD18-7
130	CFD Series, Open Deck Car Hauler	BWise Trailers	COD18-7
131	Concrete Mixer Truck	Metalgalante S.P.A.	3.5 TT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Shane Moore DSM0144 Tel: DSN312-444-8635 Email: Shane.Moore@dla.mil		CODE SPE8EC		7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 USA		CODE S1103A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) American Material handling, Inc. DBA A M H 3651 Mars Hill Rd Ste 200A WATKINSVILLE GA 30677-5986 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-16-D-0003	
						10B. DATED (SEE ITEM 13) 2015 DEC 10	
CODE 0SUS7		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

See Continuation Sheet

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert F Spadaro Jr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<u>Robert F Spadaro Jr.</u> (Signature of Contracting Officer)	2019 NOV 27

Subject contract is hereby modified to revise/adjust the CAGE Code for the inspection/acceptance locations under the subject contract SPE8EC-16-D-0003:

Below is the updated CAGE code for ITEMS 9-11

[REDACTED]

All other terms and conditions remain the same

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE K	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable) S1103A
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Robert F Spadaro Jr PEPAAAF Tel: 215-737-0981 FAX: 215-737-3841 Email: robert.spadaro@dla.mil		CODE SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 USA		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) American Material handling, Inc. DBA A M H 3651 Mars Hill Rd Ste 200A WATKINSVILLE GA 30677-5986 USA			(X)	9A. AMENDMENT OF SOLICITATION NO.	
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		Robert F Spadaro Jr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		- R.F. Spadaro Jr - (Signature of Contracting Officer)	2019 AUG 05

Subject contract is hereby modified to revise/adjust the places of performance and inspection/acceptance locations under the subject contract.

Below are the CAGE codes and the correct Items for each location:

ITEM #	PLANT NAME AND ADDRESS
12, 13, 17	[REDACTED]
14, 15, 16, 18, 19	[REDACTED]

All other terms and conditions remain the same

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098 USA Initiator: Robert F Spadaro Jr PEPAAF Tel: 215-737-0981 FAX: 215-737-3841 Email: robert.spadaro@dla.mil	CODE SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 USA	

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CODE 0SUST FACILITY CODE		
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Wes McCleary, President</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>ROBERT F SPADARO JR</i>
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>10/26/18</i>
16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>10/26/18</i>

Subject contract is hereby modified as follows:

1.) In accordance with the Addition/Deletion of Items as referenced on page 18 of the solicitation, 94 new models from Bwise Manufacturing are being ADDED to the AMH's contract. These are lines 37-130 on AMH's updated Schedule of Supplies (attached).

Delivery schedule for new models is 60 days ARO

The Manufacturing and Inspection location for all of the new Bwise Manufacturing's models is:

[REDACTED]

[REDACTED]

2.) Schedule of supplies on pages 3 and 4 of modification P00003 are replaced with pages 3 and 6 of this modification to reflect the addition of 94 models.

3.) All other terms and conditions remain the same

American Material Handling (AMH) SPE8EC-16-D-0003 Trucks & Trailers

Line	Description of Item	Manufacturer	Model #
1	76" x 14' LS Utility Trailer	ANDERSON MFG	LS614
2	82" x 22' 6T Equipment Trailer	ANDERSON MFG	EQ7226T
3	102" X 33' Tagalong Trailer	ANDERSON MFG	TA83310TC
4	102" X 40' 10-ton Gooseneck Trailer	ANDERSON MFG	G84010TC
5	Bomb Cart	CONTRAL CONTAINER	BC-20.40.45HD
6	35' X 102" Frame Type Trailer	MAC TRAILER	TNSP35SA640
7	35' X 96" STL 14-22 RD Frame Trailer	MAC TRAILER	TNSP35SS600
8	48' X 102" Drop Deck Trailer	MAC TRAILER	TNAR48AF
9	4 X 2 Yard Tractor/Spotter (Off Road)	OTTAWNKALMAR	4X2 off road
10	4 X 2 Yard Tractor/Spotter	OTTAWNKALMAR	4X2 DOT
11	6 X 4 Yard Tractor/Spotter	OTTAWNKALMAR	6X4 DOT
12	55,000-lbs capacity Dry Freight Trailer	PITTS (DORSEY) PITTS	DV53
13	80,000-lbs capacity Flat Bed Trailer	PITTS	FB
14	20-ton Fixed Neck Lowboy Trailer	PITTS	LB35-38
15	44,000-lbs capacity Fixed Neck Lowboy Trailer	PITTS	LB35-T
16	52-ton Detachable Neck Lowboy Trailer	PITTS	LB52-24D
17	40,000-lbs USAF Drop Deck Flatbed Trailer	PITTS	DF48-AF
18	55-ton Detachable Neck Lowboy Trailer	PITTS	LB55-24D
19	35-ton Detachable Neck Lowboy Trailer	PITTS	LB35-24D
20	35-ton Gooseneck Trailer	TALBERT TRAILERS	35CC-HRG-T1
21	51-ton Gooseneck Trailer	TALBERT TRAILERS	50CC-HRG-T1
22	55-ton Gooseneck Trailer	TALBERT TRAILERS	55SA-HRG-T1
23	35-ton Gooseneck Trailer	TALBERT TRAILERS	3548TA
24	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE801
25	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE1001
26	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE1101
27	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80HT
28	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE100HT
29	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80XT
30	48'6" X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG
31	50' X 102" Trailer	TRAIL-EZE TRAILERS	TE100FG-H3

32	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG-EX
33	51' Closed (62' Open) x 102" Trailer	TRAIL-EZE TRAILERS	TE120-RGEX
34	Epic Hydroseeder, Skid Mount, 60 Gallon	EPIC MANUFACTURING	C120-KD
35	Gooseneck Trailer for Epic Hydroseeder C120	EPIC MANUFACTURING	C120-GN
36	Epic Hydroseeder, Chassis Mount, 100 Gallon	EPIC MANUFACTURING	C330-HO
37	R Series Dump Trailer, Single Axle	Bri-Mar Trailers	DTR508LP-5
38	R Series Dump Trailer, Tandem Axle	Bri-Mar Trailers	DTR610LP-7
39	R Series Dump Trailer, Deck Over	Bri-Mar Trailers	DTR610D-7
40	LP-LE Series Dump Trailer, Tandem Axle	Bri-Mar Trailers	DT610LP-LE-10
41	LP-LE Series Dump Trailer, LP Tandem Axle	Bri-Mar Trailers	DT612LP-LE-12
42	LP-LE Series Dump Trailer, LP Tandem Axle	Bri-Mar Trailers	DT712LP-LE-12
43	LP-LE Series Dump Trailer, Twin Cylinders	Bri-Mar Trailers	DT714LP-LE-14
44	LP Series, 5' Wide Dump Trailer	Bri-Mar Trailers	DT508LP-5
45	LP Series, 6'/7' Wide Dump Trailer	Bri-Mar Trailers	DT612LP-10
46	LP Series, 6'/7' Wide Dump Trailer	Bri-Mar Trailers	DT712LP-12
47	LPHD Series, Dump Trailer, 4" Drop Axles	Bri-Mar Trailers	DT712LPHD-12
48	LPHD Series, Dump Trailer, 4" Drop Axles	Bri-Mar Trailers	DT714LPHD-14
49	LPHD Series, Dump Trailer, Tandem Straight Axles	Bri-Mar Trailers	DT716LPHD-14
50	LPHD Series, Dump Trailer, Tri Straight Axles	Bri-Mar Trailers	DT716LPHD-21
51	DP Series, Dump Trailer	Bri-Mar Trailers	DT712-10-DP
52	EHLE Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH16-10LE
53	EHLE Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH20-10LE
54	EHLE Series, Equipment Haulers, LP Tandem Axle, Heavy Duty	Bri-Mar Trailers	EH20-10LE-HDLS
55	EHELE Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH18-10ELE
56	EH Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH16-12
57	EH Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH18-10
58	EH Series, Equipment Haulers, LP Tandem Axle	Bri-Mar Trailers	EH18-12
59	EH Series, Equipment Haulers, LP Tandem Axle Heavy Duty	Bri-Mar Trailers	EH18-14-HD
60	EH Series, Equipment Haulers, LP Tandem Axle Heavy Duty	Bri-Mar Trailers	EH20-16-HD
61	EH8 Deck Over Series, Equipment Haulers, Tandem Axle 4' Dovetail	Bri-Mar Trailers	EH820-10
62	EH8 Deck Over Series, Equipment Haulers, Tandem Axle 4' Dovetail	Bri-Mar Trailers	EH824-14
63	EH8LE Deck Over Series, Equipment Haulers, Tandem Axle 3' Dovetail	Bri-Mar Trailers	EH818-10LE
64	T Series, Tilt Trailers, LP Single Axle	Bri-Mar Trailers	T712-6
65	T Series, Tilt Trailers, LP Tandem Axle	Bri-Mar Trailers	T16-10
66	T Series, Tilt Trailers, LP Tandem Axle 3/16" Diamond Plate Deck	Bri-Mar Trailers	T16-14
67	HT Series, Tilt Trailers, LP Tandem Axle	Bri-Mar Trailers	HT18-14

68	HT Series, Tilt Trailers, LP Tandem Axle, Split Deck	Bri-Mar Trailers	HT20D-14HD
69	CHT Series, Car Haulers	Bri-Mar Trailers	CHT20-10
70	CH Series, Car Haulers, Open Steel Deck	Bri-Mar Trailers	CH16-7-OPEN
71	CH Series, Car Haulers, Full Steel Deck	Bri-Mar Trailers	CH16-7-FULL
72	CH Series, Car Haulers, Full Steel Deck	Bri-Mar Trailers	CH18-10-FULL
73	UT Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UT-508
74	UT Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UT-610
75	UT Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UT-614
76	UT Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UT-714
77	UT Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UT-718
78	UTE Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UTE-508
79	UTE Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UTE-610
80	UTE Series, Landscape Trailers, Single Axle	Bri-Mar Trailers	UTE-612
81	UTE Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UTE-614
82	UTE Series, Landscape Trailers, Tandem Axle	Bri-Mar Trailers	UTE-616
83	DI Series, Dump Inserts	Bri-Mar Trailers	DI-100-6
84	Multi-Tasker Series	BWise Trailers	DUMPSTER w TARP
85	Multi-Tasker Series	BWise Trailers	FLAT DECK
86	Multi-Tasker Series	BWise Trailers	TILT DECK
87	Multi-Tasker Series	BWise Trailers	DUMP BED
88	Multi-Tasker Series	BWise Trailers	LEAF BOX
89	Multi-Tasker Series	BWise Trailers	LEAF BOX w VAC
90	Ultimate Combo Series	BWise Trailers	COMBO
91	DLP8 Series, Dump Trailers	BWise Trailers	DLP8-5
92	DLP10 Series, Dump Trailers	BWise Trailers	DLP10-7
93	DLP10 Series, Dump Trailers	BWise Trailers	DLP10-10
94	DLP12 Series, Dump Trailers	BWise Trailers	DLP12W-10
95	DLP12 Series, Dump Trailers	BWise Trailers	DLP12-15
96	DLP16 Series, Dump Trailers	BWise Trailers	DLP16-15
97	DLP18 Series, Dump Trailers, Tri Axle	BWise Trailers	DLP18-21
98	DU Series, Ultimate Dump Trailers	BWise Trailers	DU12-15
99	DU Series, Ultimate Dump Trailers	BWise Trailers	DU16-15
100	DD Series, Deck Over Dump Trailers	BWise Trailers	DD10-10
101	DD Series, Deck Over Dump Trailers, Wide	BWise Trailers	DD12W-10
102	DDHD Series, Deck Over Dump Trailers	BWise Trailers	DDHD16-15
103	DDHD Series, Deck Over Dump Trailers	BWise Trailers	DDHD16-23

104	DDHD Series, Deck Over Dump Trailers	BWise Trailers	DDHD20-23
105	EA Series, Angle Frame Equipment Haulers	BWise Trailers	EA16-10
106	EA Series, Angle Frame Equipment Haulers	BWise Trailers	EA20-15
107	EC Series, Equipment Haulers	BWise Trailers	EC16-10
108	EC Series, Equipment Haulers	BWise Trailers	EC20-15
109	EDB Deck Over Series, Equipment Haulers	BWise Trailers	EDB24-15
110	EDB Heavy Duty Deck Over Series, Equipment Haulers	BWise Trailers	EDB20-23
111	EDB Heavy Duty Deck Over Series, Equipment Haulers	BWise Trailers	EDB28-23
112	EDB Heavy Duty Deck Over Series, Equipment Haulers	BWise Trailers	EDB32-23
113	TG Series, Gravity Tilt Trailers	BWise Trailers	TG18-10
114	TG Series, Gravity Tilt Trailers	BWise Trailers	TG18-15
115	TG Series, Gravity Tilt Trailers	BWise Trailers	TG22-15
116	TH Series, Hydraulic Tilt Trailers, Split Deck	BWise Trailers	TH22-15
117	THD Deck Over Series, Hydraulic Tilt Trailers	BWise Trailers	THD24-15
118	THD Deck Over Series, Hydraulic Tilt Trailers, Split Deck	BWise Trailers	THD26-15
119	THD Heavy Duty Deck Over Series, Hydraulic Tilt Trailers	BWise Trailers	THDB24-23
120	THD Heavy Duty Deck Over Series, Hydraulic Tilt Trailers	BWise Trailers	THDB30-23
121	U Series, Utility Trailers, Single Axle	BWise Trailers	U58-3
122	U Series, Utility Trailers, Single Axle	BWise Trailers	U614-3
123	U Series, Utility Trailers, Single Axle ATV	BWise Trailers	UATV14-3
124	U Series, Utility Trailers, Single Axle Solid Side	BWise Trailers	USS58-3
125	U Series, Utility Trailers, Single Axle Solid Side	BWise Trailers	USS510-3
126	U Series, Utility Trailers, Single Axle Solid Side	BWise Trailers	USS612-3
127	L Series, Landscape Trailers	BWise Trailers	L12-7
128	L Series, Landscape Trailers	BWise Trailers	L20-7
129	CFD Series, Full Deck Car Hauler	BWise Trailers	CFD18-7
130	CFD Series, Open Deck Car Hauler	BWise Trailers	COD18-7

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K
PAGE 1 OF 4

2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (if applicable)
6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5086 USA Initiator: Robert F Spadaro Jr PEPAAF Tel: 215-737-0961 FAX: 215-737-3841 Email: robert.spadaro@dla.mil	CODE SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 USA		CODE S1103A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) American Material handling, Inc. DBA A M H 3651 Mars Hill Rd Ste 200A WATKINSVILLE GA 30677-5986 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-16-D-0003
		10B. DATED (SEE ITEM 13) 2015 DEC 10
CODE 0SUS7	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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



CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-2 and Add/Delete Language in Solicitation
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

See Continuation Sheet

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

15A. NAME AND TITLE OF SIGNER (Type or print) Wes McCleary, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F Spadaro Jr.	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/19/18	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/19/18

NSN 7640-01-152-8070
Previous edition unusable

Subject contract is hereby modified as follows:

1.) In accordance FAR 52.216-2 Economic price Adjustment Standard Supplies (Jan 1997), schedule of supplies on page 3 of modification P00001 (Dtd. 01/08/16) are replaced with pages 3 and 4 of this modification to reflect the addition of 3 models.

2.) In accordance with the Addition/Deletion of Items as referenced on page 18 of the solicitation, the following models (3) are hereby ADDED to the AMH's contract:

Epic Hydroseeder, Skid Mount, 60 GallonModel C120-KD
Gooseneck Trailer for Epic Hydroseeder C120Model C120-GN
Epic Hydroseeder, Chassis Mount, 100 GallonModel C330-HO

** Additional data for each Model number will be shown on the Schedule of Supplies attachment**

Delivery schedule for new models is 120 days ARO

[REDACTED]

[REDACTED]

[REDACTED]

4.) All other terms and conditions remain the same

American Material Handling (AMH) SPE8EC-16-D-0003

Line	Description of Item	Manufacturer	Model #
1	76" x 14' LS Utility Trailer	ANDERSON MFG	LS614
2	82" x 22' 6T Equipment Trailer	ANDERSON MFG	EQ7226T
3	102" X 33' Tagalong Trailer	ANDERSON MFG	TA83310TC
4	102" X 40' 10-ton Gooseneck Trailer	ANDERSON MFG	G84010TC
5	Bomb Cart	CONTRAL CONTAINER	BC-20.40.45HD
6	35' X 102" Frame Type Trailer	MAC TRAILER	TNSP35SA640
7	35' X 96" STL 14-22 RD Frame Trailer	MAC TRAILER	TNSP35SS600
8	48' X 102" Drop Deck Trailer	MAC TRAILER	TNAR48AF
9	4 X 2 Yard Tractor/Spotter (Off Road)	OTTAWNKALMAR	4X2 off road
10	4 X 2 Yard Tractor/Spotter	OTTAWNKALMAR	4X2 DOT
11	6 X 4 Yard Tractor/Spotter	OTTAWNKALMAR	6X4 DOT
12	55,000-lbs capacity Dry Freight Trailer	PITTS (DORSEY) PITTS	DV53
13	80,000-lbs capacity Flat Bed Trailer	PITTS	FB
14	20-ton Fixed Neck Lowboy Trailer	PITTS	LB35-38
15	44,000-lbs capacity Fixed Neck Lowboy Trailer	PITTS	LB35-T
16	52-ton Detachable Neck Lowboy Trailer	PITTS	LB52-24D
17	40,000-lbs USAF Drop Deck Flatbed Trailer	PITTS	DF48-AF
18	55-ton Detachable Neck Lowboy Trailer	PITTS	LB55-24D
19	35-ton Detachable Neck Lowboy Trailer	PITTS	LB35-24D
20	35-ton Gooseneck Trailer	TALBERT TRAILERS	35CC-HRG-T1
21	51-ton Gooseneck Trailer	TALBERT TRAILERS	50CC-HRG-T1
22	55-ton Gooseneck Trailer	TALBERT TRAILERS	55SA-HRG-T1
23	35-ton Gooseneck Trailer	TALBERT TRAILERS	3548TA

24	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE801
25	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE1001
26	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE1101
27	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80HT
28	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE100HT
29	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80XT
30	48'6" X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG
31	50' X 102" Trailer	TRAIL-EZE TRAILERS	TE100FG-H3
32	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG-EX
33	51' Closed (62' Open) x 102" Trailer	TRAIL-EZE TRAILERS	TE120-RGEX
34	Epic Hydroseeder, Skid Mount, 60 Gallon	EPIC MANUFACTURING	C120-KD
35	Gooseneck Trailer for Epic Hydroseeder C120	EPIC MANUFACTURING	C120-GN
36	Epic Hydroseeder, Chassis Mount, 100 Gallon	EPIC MANUFACTURING	C330-HO

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
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6. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098 USA Initiator: Judith HENRY PEPCDA3 Tel: 215-737-7256 FAX: 215-737-0396 Email: JUDITH.HENRY@DLA.MIL	CODE SPE8EC	7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 USA	CODE S1103A
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AMERICAN MATERIAL HANDLING, INC. DBA A M H 3651 MARS HILL RD STE 200A WATKINSVILLE GA 30677-5986 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-16-D-0003
			10B. DATED (SEE ITEM 13) 2015 DEC 10
CODE 0SUS7	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.215-2 Economic Price Adjustment Standard Supplies (Jan 1997)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

See Continuation Sheet



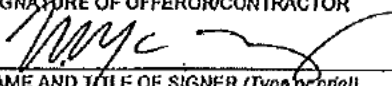

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Wes McCleary, VP</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUDITH HENRY
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>1/2/16</i>
15D. UNITED STATES OF AMERICA	16B. DATE SIGNED <i>1/8/16</i> (Signature of Contracting Officer)

1. IN ACCORDANCE WITH FAR.52.216-2 ECONOMIC PRICE ADJUSTMENT STANDARD SUPPLIES SCHEDULE OF SUPPLIES ON PAGE 15 OF THE BASIC CONTRACT DATED 12/10/15 IS HEREBY REPLACED BY PAGE 3 OF THIS MODIFICATION TO REFLECT THE NEW PRICING.

NO CHANGE TO DISCOUNT STRUCTURE.

Line	Description of Item	Manufacturer	Model Number
1	76" x 14' LS Utility Trailer	ANDERSON MFG	LS614
2	82" x 22' 6T Equipment Trailer	ANDERSON MFG	EQ7226T
3	102" X 33' Tagalong Trailer	ANDERSON MFG	TA83310TC
4	102" X 40' 10-ton Gooseneck Trailer	ANDERSON MFG	G84010TC
5	Bomb Cart	CONTRAL CONTAINER	BC-20.40.45HD
6	35' X 102" Frame Type Trailer	MAC TRAILER	TNSP35SA640
7	35' X 96" STL 14-22 RD Frame Trailer	MAC TRAILER	TNSP35SS600
8	48' X 102" Drop Deck Trailer	MAC TRAILER	TNAR48AF
9	4 X 2 Yard Tractor	OTTAWA/KALMAR	4X2 off road
10	4 X 2 Yard Tractor	OTTAWA/KALMAR	4X2 DOT
11	6 X 4 Yard Tractor	OTTAWA/KALMAR	6X4 DOT
12	55,000-lbs capacity Dry Freight Trailer	PITTS (DORSEY)	DV53
13	80,000-lbs capacity Flat Bed Trailer	PITTS	FB
14	20-ton Fixed Neck Lowboy Trailer	PITTS	LB35-38
15	44,000-lbs capacity Fixed Neck Lowboy Trailer	PITTS	LB35-T
16	52-ton Detachable Neck Lowboy Trailer	PITTS	LB52-24D
17	40,000-lbs USAF Drop Deck Flatbed Trailer	PITTS	DF48-AF
18	55-ton Detachable Neck Lowboy Trailer	PITTS	LB55-24D
19	35-ton Detachable Neck Lowboy Trailer	PITTS	LB35-24D
20	35-ton Gooseneck Trailer	TALBERT TRAILERS	35CC-HRG-T1
21	51-ton Gooseneck Trailer	TALBERT TRAILERS	50CC-HRG-T1
22	55-ton Gooseneck Trailer	TALBERT TRAILERS	55SA-HRG-T1
23	35-ton Gooseneck Trailer	TALBERT TRAILERS	3548TA
24	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE801
25	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE1001
26	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE1101
27	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80HT
28	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE100HT
29	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80XT
30	48'6" X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG
31	50' X 102" Trailer	TRAIL-EZE TRAILERS	TE100FG-H3
32	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG-EX
33	51' Closed (62' Open) x 102" Trailer	TRAIL-EZE TRAILERS	TE120-RGEX

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER IQC11069009021		Page 1 of 16
2. CONTRACT NO. SPE8EC-16-D-0003	3. AWARD/EFFECTIVE DATE 2015 Dec. 10	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM8EC-11-R-0007		8. SOLICITATION ISSUE DATE 08/12/2011
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Judith Henry	b. TELEPHONE NUMBER (No collect calls) 215-737-7256		8. OFFER DUE DATE/ LOCAL TIME 09/12/2011 5PM EDT
9. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN) 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5096		CODE SPE8EC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333924 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A)	SIZE STANDARD: 750	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 19 MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 	<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING To Be Shown On Each Order	
15. DELIVER TO TO BE SHOWN ON EACH ORDER		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR AMERICAN MATERIAL HANDLING, INC. 3651 MARS HILL ROAD SUITE 200 WATKINSVILLE, GA 30677		CODE OSUS7	FACILITY CODE	16. ADMINISTERED BY DCMA ATLANTA 2300 LAKE PARK DRIVE SUITE 300 SMYRNA, GA 30080	
TELEPHONE NO. (770)381-8436		CODE SL4701	18a. PAYMENT WILL BE MADE BY DFAS BVD (SL4701) P.O. BOX 369031 COLUMBUS, OH 43236-9031		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE PAGE 15				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				
5. ACCOUNTING AND APPROPRIATION DATA TO BE SHOWN ON EACH ORDER			28. TOTAL AWARD AMOUNT (For Govt. Use Only) 177,500,000 (Estimate)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		
<input checked="" type="checkbox"/> 20. AWARD OF CONTRACT: REF. AMH'S OFFER DATED 01/20/2012, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Trcks&Trailers					
0a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
0b. NAME AND TITLE OF SIGNER (Type or print) Wes McCleary, VP	30c. DATE SIGNED 12/8/15	31b. NAME OF CONTRACTING OFFICER (Type or print) LOUIS COOKER		31c. DATE SIGNED 12/10/2015	

AMERICAN MATERIAL HANDLING (AMH), INCORPORATED**1) CONTRACT AWARD**

- a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Request for Proposal (RFP) SPM8EC-11-R-0007, as amended by Amendments 0001, 0002, 0003 and 0004. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Trucks and Trailers.
- b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0007, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government,
- c. The overseas preservation/packaging and additional commercial manual set pricing elements included in the solicitation are both hereby deleted from the basic contract. In the event that these requirements are applicable to a particular Request for Quotations (RFQs), they will be considered and competed upon the issuance of RFQs.
The contractor was advised via e-mail on 09/01/2015 of the change.
- d. DFARS 252.204-7004, Alternate A, System for Award Management, has been updated to Feb 2014 and is hereby incorporated into this document by reference on page 5.
- e. FAR 52.216-2 Economic Price Adjustment – Standard Supplies (Jan 1997) on Page 25 of the Solicitation, and the Offeror Representations and Certifications – Commercial Items regarding transportation of supplies by sea on Page 69 of the Solicitation, which were completed by AMH and returned to DLA Troop Support on 9/11/2015, are hereby incorporated into the contract.
- f. The base list unit prices set forth in the contractor's proposal dated 02/17/2014 and the final proposal discounts dated 10/22/2015 are applicable to the items specified in this contract and are shown on page 15 of this contract.

The attachments/optional features (options) [REDACTED] are also shown on page 15 of this contract.

The proposed product base list unit prices are from Anderson Manufacturing's [REDACTED] commercial catalog, Central Container Trailer's [REDACTED] commercial catalog, MAC Trailers [REDACTED] commercial catalog, Ottawa and Kalmar by Cargotec's [REDACTED] catalog, Talbert Trailer's [REDACTED] commercial catalog, Trail-Eze Trailer's [REDACTED] commercial catalog, and Pitts and Dorsey commercial catalog price pages dated [REDACTED] or model number FB, 9/2010 for model numbers DV53 and DF48-AF, [REDACTED] or model number LB55-24D, and [REDACTED] for model numbers LB35-38, LB35-1, LB52-24D and LB35-24D.

The negotiated discounts on page 15 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order solicited and awarded under the contract. At any time, the contractor can offer discounts greater than the discounts negotiated in the contract.

g. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out.

A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract, the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 10 of this contract.

2) CONTRACT PERIOD

Any supplies to be furnished under this contract shall be ordered by issuance of delivery orders by DLA Troop Support. The ordering period shall commence on the date of award/contract and shall continue for five (5) calendar years after the effective date of the award/contract.

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$177,500,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all the Trucks and Trailers contracts to be awarded under SPM8EC-11-R-0007, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$377,500,000.00.

3) DELIVERY ORDER LIMITATIONS

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

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

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

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

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

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


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

4) CONTRACT UNIT PRICES

(a) The product base list unit price set forth in the contractor's proposal dated 02/17/2014 and the final proposal discount dated 10/22/2015 are applicable to the item specified in this contract and are shown on page 15 of this contract.

(b) Additions to the above items. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract items shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

5) PAYMENT

a. **Terms.** Payment terms are 

b. Prompt Payment Procedures apply.

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

See Block 17a

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

ADDENDUM TO FAR 52.212-4

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

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

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

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

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

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

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

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

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

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

DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)

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

DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)

DFARS 252.225-7021, Trade Agreements (OCT 2015)

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

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

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

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

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

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

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

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

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

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

TIME OF DELIVERY – F.O.B. POINT**(a) Time of Delivery**

With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 15 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement for a particular delivery order.

(b) F.O.B. Point

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

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

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT**(a) Place of Performance:**

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

<u>ITEM</u>	<u>PLANT NAME AND ADDRESS</u>
1-4	Anderson Manufacturing, Inc. 3360 Georgia Hwy, 112 South Camilla, GA 31730
5	Contral Trailers 3084 Pignatelli Crescent Mount Pleasant, SC 29466
6-8	MAC Trallers 14599 Commerce Street NE Alliance, OH 44601
9-11	Ottawa Truck, Kalmar Americas Region 415 E. Dundee Street Ottawa, KS 66067
12-19	Pitts Enterprises 5734 Old Seale Hwy Pittsview, AL 36871
20-23	Talbert Manufacturing 1628 W. State Road 114 Rensselaer, IN 47978
24-33	Trail-Eze Trailers 1909 South Rowley Street Mitchell, SD 57301

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

(b) Place of Packaging, Packing and Marking:

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

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

(c) Place of Government Inspection:

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

<u>ITEM</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
1-4	Anderson Manufacturing, Inc. 3360 Georgia Hwy, 112 South Camilla, GA 31730	DCMA Atlanta
5	Contral Trailers 3084 Pignatelli Cresent Mount Pleasant, SC 29466	DCMA Atlanta
6-8	MAC Trailers 14599 Commerce Street NE Alliance, OH 44601	DCMA Dayton
9-11	Ottawa Truck, Kalmar Americas Region 415 E. Dundee Street Ottawa, KS 66067	DCMA Chicago
12-19	Pitts Enterprises 5734 Old Seale Hwy Pittsview, AL 36871	DCMA Huntsville
20-23	Talbert Manufacturing 1628 W. State Road 114 Rensselaer, IN 47978	DCMA Chicago
24-33	Trail-Eze Trailers 1909 South Rowley Street Mitchell, SD 57301	DCMA Twin Cities

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

ITEM PLANT NAME AND ADDRESS GOVERNMENT INSPECTION OFFICE

(3) At destination

(d) Place of Acceptance:

(1) At the plant shown and by the Government Inspection Office shown in c(1) above.

(2) At the plant shown and by the Government Inspection Office shown in c(2) above.

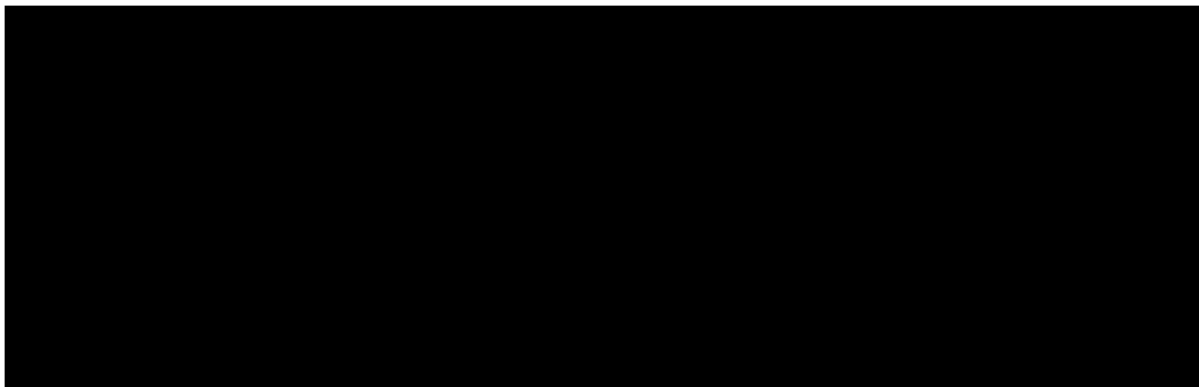
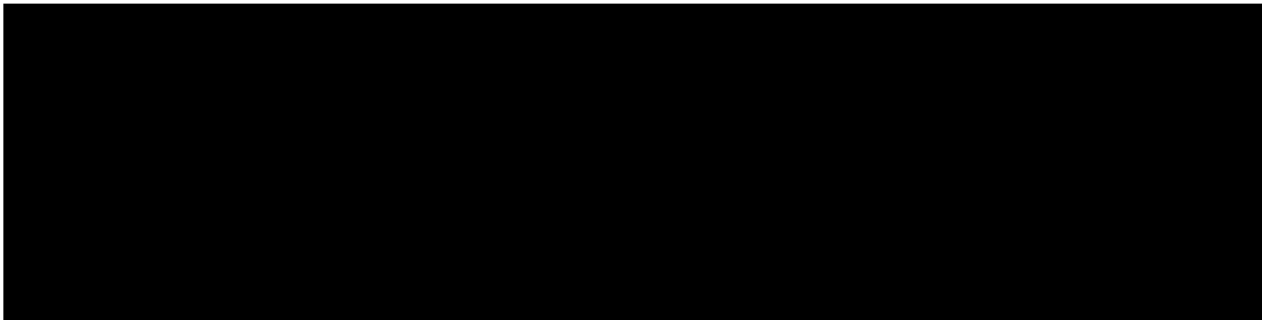
(3) At destination by the receiving authority.

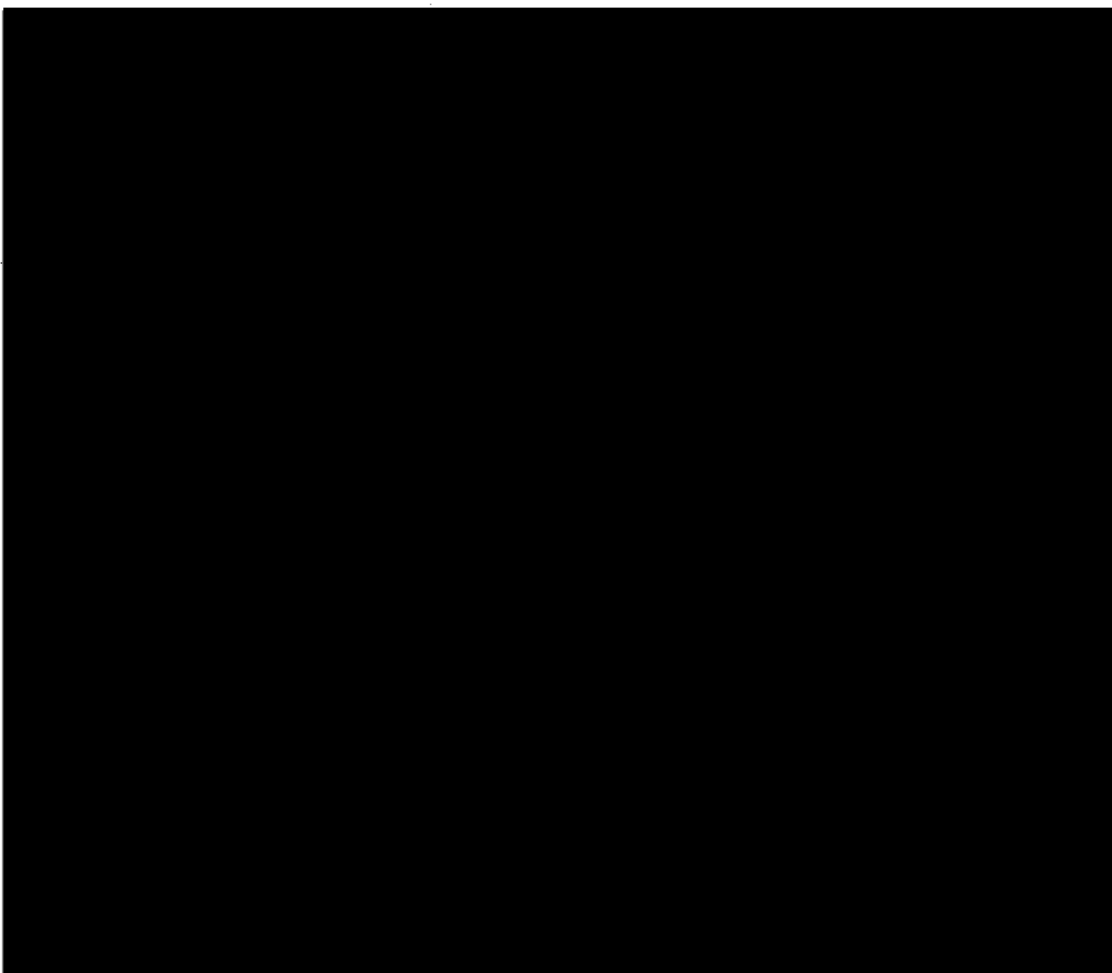
(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY. Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.

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

(2) As shown below:

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





**FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL
ITEMS (NOV 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (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 (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (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.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(l)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19

U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

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

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

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

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

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

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

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

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

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

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

(End of Clause)

Qty	Description of Item	Manufacturer	Model Number	Delivery (days after order)	Price List Page #	Base List Price	Base Unit & Cost Features	Discounted Base Unit Price
1	76" x 14' LS Utility Trailer	ANDERSON MFG	LS614					
2	82" x 22' 6T Equipment Trailer	ANDERSON MFG	EQ7226T					
3	102" X 33' Tagalong Trailer	ANDERSON MFG	TA83310TC					
4	102" X 40' 10-ton Gooseneck Trailer	ANDERSON MFG	G84010TC					
5	Bomb Cast	CONTRAL CONTAINER	BC-20.40.45H					
6	35' X 102" Frame Type Trailer	MAC TRAILER	TNSP35SA640					
7	35' X 96" STL 14-22 RD Frame Trailer	MAC TRAILER	TNSP35SS600					
8	48' X 102" Drop Deck Trailer	MAC TRAILER	TNAR48AF					
9	4 X 2 Yard Tractor	OTTAWA/KALMAR	4X2 off road					
10	4 X 2 Yard Tractor	OTTAWA/KALMAR	4X2 DOT					
11	6 X 4 Yard Tractor	OTTAWA/KALMAR	6X4 DOT					
12	55,000-lbs capacity Dry Freight Trailer	PITTS (DORSEY)	DV53					
13	80,000-lbs capacity Flat Bed Trailer	PITTS	FB					
14	20-ton Fixed Neck Lowboy Trailer	PITTS	LB35-JB					
15	44,000-lbs capacity Fixed Neck Lowboy Trailer	PITTS	LB35-Y					
16	52-ton Detachable Neck Lowboy Trailer	PITTS	LB52-24D					
17	40,000-lbs USAF Drop Deck Flatbed Trailer	PITTS	DF48-AF					
18	55-ton Detachable Neck Lowboy Trailer	PITTS	LB55-24D					
19	35-ton Detachable Neck Lowboy Trailer	PITTS	LB35-24D					
20	35-ton Gooseneck Trailer	TALBERT TRAILERS	TDW-35CC-HRG- T1					
21	51-ton Gooseneck Trailer	TALBERT TRAILERS	T3DW-50CC-HRG 1-T1					
22	55-ton Gooseneck Trailer	TALBERT TRAILERS	T(4)DW-55SA- HRG-1-T1 (EC3/1)					
23	35-ton Gooseneck Trailer	TALBERT TRAILERS	35487A					
24	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE801					
25	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE1001					
26	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE1101					
27	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80HT					
28	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE100HT					
29	48' X 102" Trailer	TRAIL-EZE TRAILERS	TE80XT					
30	48'6" X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG					
31	50' X 102" Trailer	TRAIL-EZE TRAILERS	TE100FG-H3					
32	53' X 102" Trailer	TRAIL-EZE TRAILERS	TE100DG-EX					
33	51' Closed (62' Open) X 102" Trailer	TRAIL-EZE TRAILERS	TE120-RGEX					