	TRACT/ORDER FOR			1. REQUISIT		BER	PAGE 1 OF
	PLETE BLOCKS 12,			100005		ADED	1 of 16 6. SOLICITATION ISSUE
2. CONTRACT NO.	3. AWARD/EFFECTIV		BER	5. SOLICITA			DATE
SPE8EC-19-D-0039	12-Mar-1	9	1	SPE8E			05/05/2017
7. FOR SOLICITATION INFORMATION CALL:				calls)		BER (No collect	8. OFFER DUE DATE/ LOCAL TIME 06/05/2017
	Robert F Spada			(215)73			
9. ISSUED BY	COD	SPE8EC	10. THIS ACQUISI				ASIDE: % FOR:
DLA Troop Support Construction & Equipr 700 Robbins Avenue	ment (HEPP)		SMALL BUSIN HUBZONE SM BUSINESS	IALL S	WOSB) EL	WNED SMALL BUS IGIBLE UNDER TH SINESS PROGRAN	E WOMEN-OWNED
Philadelphia, PA 1911 Email: Robert.Spadar			SERVICE-DIS VETERAN-OV SMALL BUSIN	ABLED —	(A)		SIZE STANDARD: 1500
11. DELIVERY FOR FOB DES TION UNLESS BLOCK IS MARKED	TINA- 12. DISCOUNT TERM	S	X 13a. THIS CO	ONTRACT IS A	То	RATING Be Shown on METHOD OF SOLIC	
SEE SCHEDULE			DPAS (1	15 CFR 700)	14.	RFQ DIFE	
15. DELIVER TO	COD	E	16. ADMINISTERE	D BY			CODE S1109A
			DCMA ST P				
To Be Shown On Each	h Order		830 CENTR ST. PETERS				icality: B
17a. CONTRACTOR/ CODE OFFEROR	30DZ6 FACILI	TY	18a. PAYMENT W	ILL BE MADE	BY		CODE SL4701
Globe Trailer Manufac	cturing, Inc.		DFAS (SL47	701)			
3101 59th Ave. Dr. E.			BSM				
Bradenton, FL 34203			P.O. Box 18 Columbus, 0		2217		
TELEPHONE NO. (941) 75	3-2199		Columbus, C	JIT 432 TO-	2011		
	ANCE IS DIFFERENT AND PU	T SUCH ADDRESS IN	18b. SUBMIT INV BELOW IS C			HOWN IN BLOCK 1 DDENDUM	8a UNLESS BLOCK
19. ITEM NO.	SCHEDULE OF SUI			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
					-		
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See Pag	es 12 though 16						
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(1)s	e Reverse and/or Attach Additio	anal Shoots as Nacass	an/l				
25. ACCOUNTING AND APPR		inal Officets as recesse	ary)	-	26 TOTA	L AWARD AMOUN	T (For Govt, Use Only)
T D 01 0 F				- 1	20. 1017		
To Be Shown On Eac	h Order					,340,643.00 (
	h Order ORATES BY REFERENCE FAR 52	212-1, 52.212-4. FAR 52.2	212-3 AND 52.212-5 AI	RE ATTACHED.	\$82		
27a. SOLICITATION INCORP					\$82 ADDENDA	,340,643.00 (ESTIMATED)
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GLOBE TRAILER MANUFACTURING

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 Proposals (RFPs) SPE8EC-17-R-0008, as amended by Amendments 0001, 0002 and 0003. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Trucks & Trailers.

- b) Performance under this contract shall be governed by the Statement of Work (SOW), terms and conditions of RFP SPE8EC-17-R-0008, as amended, and the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.
- c) The product base list unit prices set forth in the contractor's proposal dated August 27, 2018, and the final proposal discounts dated February 27, 2019, are applicable to the items specified in this contract and are shown on pages 12 through 16 of this contract.

The proposed product base list unit prices are from Globe Trailer Manufacturing's Commercial Price List.

The negotiated discounts on pages 12 through 16 of this contract shall remain in effect for the entire five-year contract period. The contract pricing (catalog price minus discount) shall be the ceiling price for any delivery order awarded under the contract. At any time, the contractor can offer discounts greater than the contractual discounts.

d) CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

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

<u>Note:</u> FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 6 of this contract.

2) CONTRACT PERIOD

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

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract (\$82,340,643.00) is the estimated value of the five (5) year contract and represents the combined five (5) year value of all Trucks & Trailers contracts to be awarded under SPE8EC-17-R-0008, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is \$139,979,093.00.

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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 prices set forth in the contractor's proposal August 27, 2018, and the final proposal discounts dated February 27, 2019, are applicable to the items specified in this contract and are shown on pages 12 through 16 of this contract.
- b) Additions to the above item. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract items shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

5) PAYMENT

- a. Terms: Payment terms are
- b. Prompt Payment Procedures apply.
- c. Remittance Address: The Contractor's remittance address is as follows:



<u>6) CONTRACT ADMINISTRATION:</u> Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) ST PETERSBURG.

ADDENDUM TO FAR 52.212-4

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

FAR 52.211-15, Defense Priority and Allocation Requirements (APR 2008)

FAR 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014)

FAR 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.232-40, Providing Accelerated Payments to Small Business Contractors (DEC 2013)

FAR 52.242-5, Payments to Small Business Subcontractors (JAN 2017)

DFARS 252.225-7048, Export Controlled Items (JUN 2013)

DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018)

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

FAR 52.203-3, Gratuities (APR 1984)

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

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

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

DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)

DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)

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

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

DFARS 252.211-7006, Passive Radio Frequency Identification (MAR 2018)

DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2018)

DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)

DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)

DFARS 252.225-7021, Trade Agreements (DEC 2017)

DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

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

DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)

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

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

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

DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

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

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

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

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

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

DFARS 252.247-7028, Application for U.S. Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

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

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

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

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

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

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

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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 10 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement of a particular delivery order.

- (b) F.O.B. Point
 - [] With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Origin.
 - [X] With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Destination for all resulting contract delivery orders.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

- (a) Place of Performance:
 - [X] (1) Items will be manufactured at the following locations:



- [] (2) Items will be furnished from stock. Manufacturer (not dealer) is as follows:
- (b) Place of Packaging, Packing and Marking:
 - [X] (1) Same as shown in a(1)
 - [] (2) As shown below:

MANUFACTURING FACILITY PLACE OF PACKAGING, PACKING AND MARKING

(c) Place of Government Inspection:

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

ITEM NO.	PLANT NAME AND ADDRESS	GOVERNMENT INSPECTION OFFICE
ALL		

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



- [] (3) At destination
- (d) Place of Acceptance:
 - [X] (1) At the plant shown and by the Government Inspection Office shown in c(1) above. [1 (2) At the plant shown and by the Government Inspection Office shown in c(2) above.
 - [] (2) The the plant shown and by the Government inspection office shown
 - [] (3) At destination by the receiving authority.

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(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
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[](2) As shown below:

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



52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2019)

- (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) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (5) **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.]

- X (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).
- X (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).
- X (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) **52.204-14**, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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(7) 52.204-15 , Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
X (8) 52.209-6 , Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
X (9) 52.209-9 , Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
(10) [Reserved]
(11) (i) 52.219-3 , Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
(ii) Alternate I (Nov 2011) of 52.219-3.
(12) (i) 52.219-4 , Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(ii) Alternate I (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.
X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
X (17) (i) 52.219-9 , Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).
(ii) Alternate I (Nov 2016) of 52.219-9.
X_(iii) Alternate II (Nov 2016) of 52.219-9.
(iv) Alternate III (Nov 2016) of 52.219-9.
(v) Alternate IV (Aug 2018) of 52.219-9.
(18) 52.219-13 , Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
(19) 52.219-14 , Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
X (20) 52.219-16 , Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
$\underline{\hspace{0.2cm}}$ (21) 52.219-27 , Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
<u>X</u> (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
(24) 52.219-30 , Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (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 2018) (E.O. 13126).
X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
X (28) (i) 52.222-26 , Equal Opportunity (Sep 2016) (E.O. 11246).
(ii) Alternate I (Feb 1999) of 52.222-26.
X (29) (i) 52.222-35 , Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
(ii) Alternate I (July 2014) of 52.222-35.
X (30) (i) 52.222-36. Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

SPE8EC-19-D-0039 Page 8 of 16 (ii) Alternate I (July 2014) of 52.222-36. X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212). X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). X (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627). __ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627). X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693). (37) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). (38) (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. ___ (39) (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. __ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). (41) (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_(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). ____ (43) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693). (44) **52.223-21**, Foams (Jun 2016) (E.O. 13696). (45) (i) **52.224-3**, Privacy Training (Jan 2017) (5 U.S.C. 552a). ___ (ii) Alternate I (Jan 2017) of 52.224-3. (46) **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83). (47) (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. __ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and

statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)

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(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(51) 52.226-4 , Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(52) 52.226-5 , Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
$\underline{\text{U.S.C.}}$ (53) 52.232-29 , Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
$\underline{\hspace{0.3cm}}$ (54) 52.232-30 , Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
X (55) 52.232-33 , Payment by Electronic Funds TransferSystem for Award Management (Oct 2018) (31 U.S.C. 3332).
(56) 52.232-34 , Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
(57) 52.232-36 , Payment by Third Party (May 2014) (31 U.S.C. 3332).
(58) 52.239-1 , Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(59) 52.242-5 , Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
(60) (i) 52.247-64 , Preference for Privately Owned U.SFlag 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.
(iii) Alternate II (Feb 2006) 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 (Aug 2018) (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) (Aug 2018) (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 EquipmentRequirements (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 ServicesRequirements (May 2014) (41 U.S.C. chapter 67).
(8) 52.222-55 , Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
(9) 52.222-62 , Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(10) 52.226-6 , Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
(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
- (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

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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 (Jan 2019) (41 U.S.C. 3509).
 - (ii) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (iv) **52.219-8**, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) **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.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) **52.222-50**, Combating Trafficking in Persons (Jan 2019) (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).
- (xiv) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.

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

- (xxi) **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.
- (xxii) **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)

	GLOBE T	RAILERS	SPE8EC-19-D-0039	(Trucks & Trailers)
Item #	Description of Proposed Item	Make/Model Number of Proposed item		
1	1-Ton Lowpro Trailer, 8' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU1		
2	1.5-Ton Lowpro Trailer, 10' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU1.5		
3	2-Ton Lowpro Trailer, 12' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU2		
4	2.5-Ton Lowpro Trailer, 12' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU2.5		
	3-Ton Lowpro Trailer, 12' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU3		
	3.5-Ton Lowpro Trailer, 12' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU3.5		
7	4-Ton Lowpro Trailer, 16' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU4		
	5-Ton Lowpro, 16' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU5		
9	6-Ton Lowpro, 16' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU6		
10	7-Ton Lowpro, 16' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU7		
11	8-Ton Lowpro, 16' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU8		
12	9-Ton Lowpro, 16' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU9		
13	10-Ton Lowpro, 16' Deck, Spring Ride, 18' x 48" Ramps, 1 Yr Warranty	GTPU10		
14	1-Ton Tag Along, Spring Ride, 8' Deck, Oak Covered, 1 Yr Warranty	GTTU1		
15	1.5-Ton Tag Along, Spring Ride, 10' Deck, Oak Covered, 1 Yr Warranty	GTTU1.5		
16	2-Ton Tag Along, Spring Ride, 10' Deck, Oak Covered, 1 Yr Warranty	GTTU2		
17	2.5-Ton Tag Along, Spring Ride, 10' Deck, Oak Covered, 1 Yr Warranty	GTTU2.5		
18	3-Ton Tag Along, Spring Ride, 12' Deck, Oak Covered, 1 Yr Warranty	GTTU3		
19	3.5-Ton Tag Along, Spring Ride, 12' Deck, Oak Covered, 1 Yr Warranty	GTTU3.5		
20	4-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, 1 Yr Warranty	GTTU4		
21	4.5-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, 1 Yr Warranty	GTTU4.5		

Item #	Description of Proposed Item	Make/Model Number of Proposed item
22	5-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, 1 Yr Warranty	GTTU5
23	5.5-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, 1 Yr Warranty	GTTU5.5
24	6-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, Spring Ramps, 18 x 60 Ramps, 1 Yr Warranty	GTTU6
25	7-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, Spring Ramps, 18 x 60 Ramps, 1 Yr Warranty	GTTU7
26	8-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, Spring Ramps, 18 x 60 Ramps, 1 Yr Warranty	GTTU8
27	9-Ton Tag Along, Spring Ride, 16' Deck, Oak Covered, Spring Ramps, 18 x 60 Ramps, 1 Yr Warranty	GTTU9
28	10-Ton Tag Along, Spring Ride, 20' Deck, Oak Covered, Spring Ramps, 24 x 60 Ramps, 1 Yr Warranty	GTTU10
29	12-Ton Tag Along, Spring Ride, 20' Deck, Oak Covered, Spring Ramps, 24 x 60 Ramps, 1 Yr Warranty	GTTU12
30	15-Ton Tag Along, Spring Ride, 20' Deck, Oak Covered, Spring Ramps, 24 x 60 Ramps, Air Brakes, 1 Yr Warranty	GTTU15
31	20-Ton Tag Along, Spring Ride, 24' Deck, Oak Covered, Spring Ramps, 24 x 60 Ramps, Air Brakes, 1 Yr Warranty	GTTU20
32	25-Ton Tag Along, Spring Ride, 24' Deck, Oak Covered, Spring Ramps, 24 x 60 Ramps, 3rd Axle Fixed, Air Brakes, 1 Yr Warranty	GTTU25
33	30-Ton Tag Along, Spring Ride, 24' Deck, Oak Covered, Spring Ramps, 24 x 60 Ramps, 3rd Axle Fixed, Air Brakes, 1 Yr Warranty	GTTU30
34	35-Ton Lowboy, Spring Ride, 24' Deck, Oak Covered, 49" Axle Spacing, Wet Line, 86" Swing, 1 Yr Warranty	GTBN35-SG
35	50-Ton Lowboy, Spring Ride, 24' Deck, Oak Covered, 49" Axle Spacing, Wet Line, 86" Swing, 1 Yr Warranty	GTBN50-SG
36	35-Ton Lowboy, Air Ride, 24' Deck, Oak Covered, 49" Axle Spacing, Wet Line, 86" Swing, 1 Yr Warranty	GTBN35-GG

Item #	Description of Proposed Item	Make/Model Number of Proposed item
37	50-Ton Lowboy, Air Ride, 24' Deck, Oak Covered, 54" Axle Spacing, Wet Line, 98" Swing, 1 Yr Warranty	GTBN50-GG
38	35-Ton Lowboy, Air Ride, 24' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTBN35-HGG
39	40-Ton Lowboy, Air Ride, 24' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTBN40-HGG
40	50-Ton Lowboy, Air Ride, 24' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 10 Yr Warranty	GTBN50-HGG
41	55-Ton Lowboy, Air Ride, 24' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 10 Yr Warranty	GTBN55-HGG
42	60-Ton Lowboy, Air Ride, 26' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 10 Yr Warranty	GTBN60-HGG
43	65-Ton Lowboy, Air Ride, 26' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTBN65-HGG
44	70-Ton Lowboy, Air Ride, 26' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTBN70-HGG
45	Flip Axle, Air Ride, 1 Yr Warranty	GTZY10
46	14' 1" Spread, 1 Yr Warranty	50/55-Ton Spreader Bar
47	14' 1" spread with self contained Nitrogen stinger package (Price for Stinger bar only no flip axle in this price), 1 Yr Warranty	50/55- Ton Nitrogen Stinger Bar (single axle)
48	14' 1" Spread, 1 Yr Warranty	60/65-Ton Spreader Bar
49	14' 1" spread with self contained Nitrogen stinger package (Price for Stinger bar only no flip axle in this price), 1 Yr Warranty	60/65- Ton Nitrogen Stinger Bar
50	Single Axle, Stinger/Flip Axle w/ 14' spreader bar, Air Ride, 1 Yr Warranty	GTYY10
51	2 Axle Stinger, 54" Spacing, Air Ride, 1 Yr Warranty	GTYY20
52	3 Axle Stinger, 54" Spacing, Air Ride, 1 Yr Warranty	GTYY30
53	1 Axle Jeep/Dolly, 54" Spacing, Air Ride, 1 Yr Warranty	GTXX10

Item #	Description of Proposed Item	Make/Model Number of Proposed item
54	2 Axle Jeep/Dolly, 54" Spacing, Air Ride, 1 Yr Warranty	GTXX20
55	3 Axle Jeep/Dolly, 54" Spacing, Air Ride, 1 Yr Warranty	GTXX30
56	4 Axle Jeep/Dolly, 54" Spacing, Air Ride, 1 Yr Warranty	GTXX40
57	20-Ton, 30-Yard, 30' Dump Trailer, w/ Tarp, 3 Yr Warranty	GTDD20-30Y
58	30-Ton, 45-Yard, 30' Dump Trailer, w/ Tarp, OAH 10', 3 Yr Warranty	GTDD30-45Y
59	30-Ton, 60-Yard Dump Trailer, All Steel Sides, w/Tarp, OAH 12', 3 Yr Warranty	GTDD30-60Y
60	30-Ton, 75-Yard, 36' Dump Trailer, All Steel Sides, w/ Tarp, OAH 12', 3 Yr Warranty	GTDD30-75Y
61	35-Ton, 100-Yard, 42' Dump Trailer, All Steel Sides, w/ Tarp, OAH 12', 3 Yr Warranty	GTDD35-100Y
62	25-Ton, 2 Axle, Fixed/Narrow Neck Trailer, 30' Deck, Spring Ride, 1 Yr Warranty	GTFV25
63	35-Ton, 2 Axle, Fixed/Narrow Neck Trailer, 30' Deck, Spring Ride, 1 Yr Warranty	GTFV35
64	50-Ton, 3 Axle, Fixed/Narrow Neck Trailer, 36' Deck, Spring Ride, 1 Yr Warranty	GTFV50
65	60-Ton, 3 Axle, Fixed/Narrow Neck Trailer, 36' Deck, Spring Walking Beam, 1 Yr Warranty	GTFV60
66	70-Ton, 4 Axle, Fixed/Narrow Neck Trailer, 36' Deck, Spring Walking Beam, 1 Yr Warranty	GTFV70
67	25-Ton, Hydraulic Tail Trailer, 26' Deck, Air Ride, 1 Yr Warranty	GTFH25
68	35-Ton, Hydraulic Tail Trailer, 26' Deck, Air Ride, 1 Yr Warranty	GTFH35
69	50-Ton, Hydraulic Tail Trailer, 26' Deck, Air Ride, 1 Yr Warranty	GTFH50
70	60-Ton, Hydraulic Tail Trailer, 26' Deck, Air Ride, 1 Yr Warranty	GTFH60
71	40-Ton, 2 Axle, Flatbed Trailer, All Steel, 48' Long, 1 Yr Warranty	GTFF40
72	25-Ton, 2 Axle, Drop Deck Trailer, All Steel, 45' Long, 1 Yr Warranty	GTFS25
73	40-Ton, 2 Axle, Drop Deck Trailer, All Steel, 45' Long, 1 Yr Warranty	GTFS40
74	40-Ton Sliding Axle Trailer, 38' Deck, Air Ride, 12K Winch, Wet Line Only, 1 Yr Warranty	GTFJ40

Item #	Description of Proposed Item	Make/Model Number of Proposed item
75	50-Ton Sliding Axle Trailer, 38' Deck, Air Ride, 12K Winch, Wet Line Only, 1 Yr Warranty	GTFJ50
76	55-Ton Sliding Axle Trailer, 38' Deck, Air Ride, 12K Winch, Wet Line Only, 1 Yr Warranty	GTFJ55
77	35-Ton Mechanical Folding Neck, Spring Ride, 24' Deck, Oak Covered, 49" Axle Spacing, Wet Line, 86" Swing, 1 Yr Warranty	GTFL35-SG
	50-Ton Mechanical Folding Neck, Spring Ride, 24' Deck, Oak Covered, 49" Axle Spacing, Wet Line, 86" Swing, 1 Yr Warranty	GTFL50-SG
	35-Ton Mechanical Folding Neck, Air Ride, 24' Deck, Oak Covered, 49" Axle Spacing, Wet Line, 86" Swing, 1 Yr Warranty	GTFL35-GG
80	50-Ton Mechanical Folding Neck, Air Ride, 24' Deck, Oak Covered, 54" Axle Spacing, Wet Line, 98" Swing, 1 Yr Warranty	GTFL50-GG
81	35-Ton Mechanical Folding Neck, Air Ride, 24' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTFL35-HGG
82	50-Ton Mechanical Folding Neck, Air Ride, 24' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTFL50-HGG
83	55-Ton Mechanical Folding Neck, Air Ride, 24' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTFL55-HGG
84	60-Ton Mechanical Folding Neck, Air Ride, 26' Deck, Oak Covered, 54" Spacing, Wet Line, Optional Stinger/Flip Axle, 1 Yr Warranty	GTFL60-HGG
85	M872A4, 34-Ton, 3 Axle, Flatbed Trailer, All Steel, 43' 10" Long, 1 Yr Warranty	GTFF343-44
86	M870A2S, 40-Ton, 3 Axle, Mechanical Folding Neck Lowboy Trailer 42' 4" Long, 1 Yr Warranty	GTFL403-43-31
87	M871A3, 22.5-Ton, 2 Axle, Single Drop Trailer, All Steel, 42' 2" Long, 1 Yr Warranty	GTFS22.5-43
88	Engineering Equipment Trailer (EET) 10-Ton Tag Along Trailer, 31' Long, Spring Ride, 1 Yr Warranty	GTTU202-30-20
89	55-Ton Lowboy Trailer, 3rd Axle Hydraulic Flip, Air Ride, 24' Deck, 1 Yr Warranty	GTBN553-51- 24- GG