

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 30
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0753	3. Effective Date 2004SEP28	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-AQ-ABGB VALERIE PETTYGRUE (586)574-7239 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: PETTYGRV@TACOM.ARMY.MIL	Code	W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451	Code	S1403A
			SCD C PAS NONE	ADP PT HQ0339	

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) OSHKOSH TRUCK CORP. 2307 OREGON STREET P.O. BOX 2566 OSHKOSH, WI. 54903-2566 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
To The Address Shown In: Item 12	
Code 45152	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	Code	HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP622601255Y S20113 W56HZV
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15A. Item No.	15B. Schedule Of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE	CONTRACT TYPE: Cost Contract	KIND OF CONTRACT: Research and Development Contracts			

15G. Total Amount Of Contract	\$2,871,760.00
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004SEP28

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0753 MOD/AMD

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FTTS ACTD MSV M&S PHASE I SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the Maneuver Sustainment Vehicle (MSV) Modeling and Simulation tasks specified in Section C, Scope of Work, as identified in C.9.0 Scope of Work (SOW) Breakdown (Attachment 19).</p> <p>Total Est. Cost: \$2,871,760.00</p> <p>(End of narrative B001)</p>													
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MSV MODELING & SIMULATION PRON: R342C433R3 PRON AMD: 01 ACRN: AA AMS CD: 622601H7711</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>SEE SECTION F</td> </tr> </table> <p>\$ 2,871,760.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	SEE SECTION F				\$ 2,871,760.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	SEE SECTION F												
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A. See Section J for delivery requirements.</p> <p>(End of narrative B001)</p>			Not Separately Priced										

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MOD/AMD

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the estimated cost specified in the Schedule. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment", (FAR 52.216-7).

B.2 FUNDING

B.2.1 The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.3 PAYMENT

The contractor may submit public vouchers monthly for payment under this contract.

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

FUTURE TACTICAL TRUCK SYSTEMS
ADVANCED CONCEPT TECHNOLOGY DEMONSTRATION
(FTTS ACTD)
Section C Scope of Work

All work for the Maneuver Sustainment Vehicle Modeling and Simulation Phase as defined by the Scope of Work (SOW) Breakdown at Attachment 19 is applicable to this contract.

C.1. INTRODUCTION

The Contractor, as an independent Contractor and not as an agent of the Government, and within the schedules and constraints set forth herein, shall provide the concepts, analysis, models, simulations, design, subsystems selection, fabrication and test activities in support of the Future Tactical Truck Systems (FTTS) Advanced Concept Technology Demonstration (ACTD) program as required by this Scope of Work and the attached FTTS Maneuver Sustainment Vehicle (MSV) with Companion Trailer and Utility Vehicle (UV) with Companion Trailer Performance Specifications (Attachments 1 and 2). This Scope of Work (SOW) is broken down into two work efforts. Initial awards will be for a Modeling and Simulation effort, lasting approximately eight months with a Preliminary Design Review (PDR) 90 days after award and a Critical Design Review (CDR) 8 months after award. At the conclusion of the CDR, the Contractors will be required to submit a proposal for the hardware demonstration work effort. The Government will then down select to one or more awards: for two (2) MSV Distribution variants with options for up to three (3) MSV Distribution variants and up to five (5) Companion Trailers; and for seven (7) UV Support variants with an option for up to two (2) Companion Trailers. Section C.9.0 provides a detailed breakdown of SOW requirements for the initial Modeling and Simulation effort and the subsequent Hardware Demonstration effort.

C.1.1. Program Objective. The objective of the FTTS ACTD is to assess key technologies and emerging Future Army (FA) Sustainment Concepts in developing the requirements of an optimized Maneuver Sustainment Vehicle (MSV) and Utility Vehicle (UV) for the Unit of Action. This will be accomplished through extensive modeling and simulation (M&S) and the use of demonstrators. Contractors, after down select, shall demonstrate the performance of either the MSV Distribution variant or UV Support variant or both to include options for Companion Trailers for each vehicle. The platform is defined as the base chassis system. The variant is a mission specific capability, which could use a modular or dedicated mission equipment package integrated with the base chassis.

C.1.1.1. FTTS Modeling and Simulation. The Contractor shall perform M&S to design and analyze the proposed FTTS demonstration platforms and the FTTS Objective Performance. Concurrently, the Contractor shall establish a growth strategy for how the demonstration platforms will meet Objective Performance requirements. The demonstrator M&S results will be substantiated by the operational test data, where applicable, and will be used by the Government to supplement and extend the demonstration results available from the limited number of demonstrators and sustainment scenarios conducted during the Military Utility Assessment (MUA). The Government will also use the results of this M&S effort to refine the FTTS Capabilities Development Documents (CDD).

C.1.1.2. FTTS Demonstrators. The Contractor(s) shall design and fabricate two (2) FTTS MSV Distribution variants with options for up to three (3) MSV Distribution variants and up to five (5) MSV Companion trailers and/or seven (7) UV Support variants with an option for up to two (2) UV Companion Trailer demonstrators. These demonstrators shall meet the performance as defined in Attachments 1 and 2 (unless successfully traded off as outlined in C.1.2.1.1)". The demonstrator performance, acceptable for the Military Utility Assessment (MUA), is defined in Attachment 3 - ACTD Demonstrator Capabilities and Priorities.

C.1.1.3. Advanced Collaborative Environment (ACE).

The Government FTTS Advanced Collaborative Environment (ACE), as described in Attachment 13, shall be used to facilitate real-time collaborative program management and to integrate Contractor M&S and Program Management data. This enables the ability of the Contractor and the Government to work collaboratively. The Contractor must integrate and communicate with the Government within the FTTS Advanced Collaborative Environment.

The Contractor shall include an ACE Integration Plan within the Program Plan (refer to C.1.2.). The plan will address the following:

- 1) Inputting/Connecting Contractor data to the ACE environment.
- 2) Data Conversion.
- 3) Additional Collaborative tools available.
- 4) The Conduct of Distributed Meetings.
(DI-MISC-80711, Program Plan) (CDRL A001)

C.1.2. Program Plan. The Contractor shall develop and provide an FTTS ACTD Program Plan, available NLT 30 days after award. The plan shall describe the Contractor's proposed approach to design, fabricate, and test demonstrator(s) representing the Contractor's solution for meeting the MSV with Companion Trailer and/or UV with Companion Trailer Performance Specifications in Attachments 1 and 2 as well as MOE/MOP (Attachment 3). In addition, the plan shall include the detailed approach, using M&S, required to mature the demonstrator designs to be fully compliant with the FTTS Objective Performance. All items described in this SOW shall be addressed in the Program Plan. A Program Schedule is provided for reference, as Attachment 4. If required, the Contractor(s) selected for the Fabricate and

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Demonstration phase of the program will update the Program Plan to reflect agreed to changes that occurred in the first phase of the program. (DI-MISC-80711, Program Plan) (CDRL A001)

C.1.2.1. Design Approach. - The Contractor's technical approach shall be developed and described, in sufficient detail, to meet the requirements defined in this SOW and the attached FTTS MSV with Companion Trailer and/or UV with Companion Trailer Performance Specifications (Attachments 1 and 2). (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.1.1. Preliminary Detailed Design. - The objective of the Preliminary Detailed Design is to model both the demonstrator design and the 2010 Objective Performance design and simulate their performance in order to assess their compliance with the Performance Specifications.

Descriptions of the design trades and rationale used for selecting major demonstrator subsystems and components, and the specific design approach shall be identified. ACTD Demonstrator Capabilities and Priorities (Attachment 3) is the critical set of requirements that shall be demonstrated by the Contractor. The Contractor shall make every effort to satisfy all the performance specifications in Attachments 1 and 2. The Contractor shall provide rationale for any trade-offs against Attachments 1 and 2. Rationale for the use of specific commercial, dual-use, substitute or non-developmental items in the demonstrators and applicability of those items to an Objective FTTS design shall also be included. Data shall be presented at the time of PDR. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.1.2. Detailed Design. - C.1.2.1.2. Detailed Design. - The objective of the Detailed Design is to take the preliminary design from the M&S work and define the base vehicle and its companion trailer to a point that the demonstrator can be fabricated. Based on data presented at IPRs up to and including Critical Design Reviews (CDR), a demonstrator fabrication decision will be made. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2. Modeling and Simulation. The Contractor's M&S program must not only predict the demonstrator's performance, but also assess the Objective Performance (OP) of the fielded system, contained in the FTTS MSV with Companion Trailer and/or UV with Companion Trailer Performance Specifications (Attachments 1 and 2). The latter effort will be referred to as the FTTS Objective Performance (OP). Details of the Contractor's M&S program, including details on all Verification and Validation (V&V) activities, shall be described in the Contractor's FTTS Simulation Support Plan (SSP) and delivered, as an appendix to the Program Plan (see C.1.2.), 30 days after award. The SSP format is described in Attachment 6, chapters 6 and 7, including an outline. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1. Initial Contractor M&S. The Contractor shall deliver all M&S data and models, as described in this paragraph as well as the subparagraphs C.1.2.2.1.1 to C.1.2.2.1.8 to the Government at the Preliminary Design Review (PDR), three (3) months after award. Models and data used by the Contractor for their own design and performance analyses may be submitted in place of new data, provided that the input data sheets or files used to generate the results are also supplied to the Government. All input data sheets or files that are delivered shall be complete to a level that permits the Government to validate the results of the analysis. If the Contractor's analysis tool, for a particular analysis, is different than the one that the Government uses, the Contractor shall also complete and deliver the data sheet for the analysis tool used by the Government, as described in the paragraphs below. All data and models provided by the Contractor may be used for Government analysis. Unless otherwise stated, the data and models provided shall support M&S of both demonstrator performance and the FTTS OP. The mission variants included in the models and data shall be the MSV Distribution variant, the UV Support variant, and their associated Companion Trailers (except for the Physical Architecture Assessment (C.1.2.2.1.3.) and Operational Effectiveness Analysis (C.1.2.2.1.4.)). These two variants with trailers represent missions that are to be assessed during the Military Utility Assessment (MUA). All other MSV and UV variants with associated Companion Trailers, shall be evaluated in detail during the post-CDR Government analysis (see section C.1.2.2 and its sub-sections). Additionally, all characteristic data and projected performance shall include the rationale, assumptions, design methodology and supporting field test data (if any) in sufficient detail for technical review and validation of contractor performance predictions and claims.

C.1.2.2.1.1. Mobility Analysis. The Contractor shall provide the data and models necessary for evaluating the mobility performance of both the demonstrators and the FTTS OP against the requirements as stated in the MSV with Companion Trailer and UV with Companion Trailer Performance Specifications (Attachments 1 and 2). In addition, the Contractor shall submit fully completed Mobility, Dynamic, and Propulsion data sheets for both the demonstrator and FTTS OP variants (see Attachment 7 - Mobility/Dynamics Analysis Input Data and Attachment 8 - Cooling Performance Analysis Data). The data shall be used to evaluate all mobility, propulsion system and vehicle handling requirements to include, but not limited to, the Mobility Rating Speeds and maximum percent no-go from the NATO Reference Mobility Model (NRMM Version 2.5.7 or higher), gradeability and slope performance, speed, acceleration, ride quality and shock performance, highway lane change operations and fuel consumption. (DI-MCCR-80700, Initial M&S Data) (CDRL A002) (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.2. Material Handling Equipment (MHE) Analysis. The Contractor shall provide the data and models necessary for evaluating the MHE performance of both the demonstrators and the FTTS OP(s) against the requirements called out in the MSV with Companion Trailer and/or UV with Companion Trailer Performance Specifications (Attachments 1 and 2). The Contractor is required to design, develop and demonstrate a load handling approach to satisfy these requirements. (DI-MCCR-80700, Initial M&S Data) (CDRL A002) (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.3. Physical Architecture Assessment. The Contractor shall deliver 3-D solid model Computer Aided Design (CAD) geometry, in accordance with Attachment 10 Computer Aided Design (CAD) Requirements, and associated data as described in C1.2.2.1.3.1 - C.1.2.2.1.3.3

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for both the demonstrators and the FTTS OP. (DI-SESS-81001B, Initial CAD Data) (CDRL A007) (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.3.1. Weight Analysis. The Contractor shall compute the theoretical curb weight, payload, Gross Vehicle Weight (GVW) and Gross Combined Vehicle Weight (GCVW), including the trailers, for the demonstrators and all FTTS OP variants in Attachments 1 and 2. The weight analysis shall include estimates for each component at the WBS Level 5 (See Attachment 11 Work Breakdown Structure (WBS)) as a minimum. (DI-MCCR-80700, Initial M&S Data) (CDRL A002)(DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.3.2. Concepts Analysis. The Contractor shall develop concepts and analyses of the demonstrators and FTTS OP in the MSV Distribution variant with Companion Trailer and/or UV Support variant with Companion Trailer configurations. The Contractor shall also develop concepts of the other FTTS OP variants (MSV: fuel, water, wrecker, Non Line of Sight - Launch System (NLOS - LS) and Companion Trailer; UV: Command and Control (C2), Ambulance, and Companion Trailer). Each concept, shall include a 3-D solid model representation and a 2-D three view drawing with dimensions; illustrate space claims, payloads, functional performance, interfaces of major subsystems (level 5 of the WBS) and select design details which illustrate the versatility, commonality and mission specific requirements of Attachments 1 and 2. In addition, the Contractor shall provided input data (keyframes from engineering analysis toolsets, VRML2.0 files, ProductView animation sequences or other suitable alternatives) such that key design features may be animated and reviewed in ProductView to provide greater visibility to key aspects of their designs. (DI-SESS-81001e, Initial CAD Data) (CDRL A007) (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.3.3. Transportability Analysis. The Contractor shall submit information and calculations showing how the demonstrators and all FTTS OP will meet the air, highway, rail and marine transportability requirements of the MSV with Companion Trailer and/or UV with Companion Trailer Performance Specifications (Attachments 1 and 2). The information shall include engineering descriptions of lifting and tiedown provisions including type, location and strength, and all Gross Vehicle Weight/Gross Combined Weight (GVW/GCW) vehicle dimensions, weight distribution, length, width, height, approach/departure angles, ramp crest angle, axle loads and locations, Center of Gravity (CG) at GVW, CG at GCW. The information shall also include an analysis and description of vehicle preparation procedures and average times to complete for transportability. The Contractor shall provide diagrams of the intended rigging of the vehicle for crane and external helicopter lift, indicating components, materials and construction. Diagrams shall locate by dimension the apex and spreader bar (if any), including stowage location, if required. (DI-PACK-80880C, Transportability Report)(CDRL A003) (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.4. Operational Effectiveness Analysis. The Contractor shall submit fully completed Operational Effectiveness Analysis data sheets (Attachment 12) for all FTTS OP MSV variants with Companion Trailer and/or all UV variants with Companion Trailer. The Government will use this data to evaluate the Contractor's force effectiveness, survivability approach and logistic improvements against a baseline Heavy Expanded Mobility Tactical Truck (HEMTT), High Mobility Multi-purpose Wheeled Vehicle (HMMWV), Family of Medium Tactical Vehicles (FMTV), Paletized Loading System (PLS), and Compatible Trailers using Combined Arms and Support Task FORCE Evaluation Model (CASTFOREM). (DI-MCCR-80700, Initial M&S Data) (CDRL A002)(DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.5. Cost Analysis. The Contractor shall provide Unit Production Costs (UPC) for all FTTS OP variants and for all trailers associated with the FTTS systems. For estimating purposes, the UPC shall be based on a production quantity of 6,000. The total production quantity is equal to the sum of the products of the production quantity of each variant and the number of Unit of Actions (UAs) equipped plus the sum of the products of the production quantity of each FTTS OP trailer and the number of UAs equipped. See Attachment 15 for the quantities of each variant and each trailer. The costs for the FTTS OP variants shall be provided to WBS level 5 (see Attachment 11). (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.6. Pit Stop Design. The Contractor shall integrate the Pit Stop Design philosophy, which emphasizes ease of maintenance, repair and reduction/elimination of tools, into their design process. Using a multi-discipline Integrated Product Team (IPT), the Contractor shall optimize their design using both a one-sixth scale model and a virtual mock-up of their latest 3-D solid model designs of the FTTS OP MSV or UV chassis. Using scale models, built by the Contractor, of each component (down to level 5 of the WBS) represented in the design, the IPT shall reconstruct the model piece by piece following Standards of Excellence developed earlier in the session by the IPT, resulting in a design that meets the performance specifications and is easy to operate, maintain, and repair. In parallel to the construction of the scale model, a virtual model shall be constructed to capture the results of the effort. To create the virtual model, the Contractor shall translate their 3-D CAD model into ProductView format. The Government will facilitate the session at RDECOM-TARDEC and will participate as part of the IPT. The Pit Stop Design session shall be conducted on a mutually agreed upon date between the PDR and CDR. The date shall be determined as part of the PDR. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.1.2.2.1.7. Reserved.

C.1.2.2.1.8. Revised Contractor M&S. At the Critical Design Review (CDR), 8 months after award, the Contractor shall update all key data, data sheets and vehicle models resulting from any design change based upon any Government feedback on Initial Contractor M&S. (DI-MCCR-80700, Initial M&S Data) (CDRL A002)

C.1.2.2.2. Post-Critical Design Review (CDR) Government Analysis.

The Contractor(s) selected for the Fabrication and Demonstration phase of this program shall deliver the M&S data (C.1.2.2.2.3 -

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C.1.2.2.2.5.3) to the Government 3 months after down select. This data will support further Government analysis of the MSV Distribution and UV Support variant and additional Government analysis on the other FTTS OP variants (MSV: fuel, water, wrecker, Non Line of Sight - Launch System (NLOS - LS), and Companion Trailer; UV: Command and Control (C2), Ambulance, and Companion Trailer). The final update shall be 30 days after the completion of the MUA. (DI-MCCR-80700, Post-CDR M&S Data) (CDRL A004)

C.1.2.2.2.1. Reserved.

C.1.2.2.2.2. Reserved.

C.1.2.2.2.3. Survivability Modeling. The Contractor shall provide all models and data, including input files that they used for signature analysis of their FTTS OP MSV-Distribution variant with Companion Trailer and/or UV-Support variant. In addition, the Contractor shall complete and deliver the input data sheets provided by the Government (see Attachment 14 - Survivability Analysis Input Data). The Government will use this data to evaluate the designs versus the performance specifications found in the classified annex to Attachments 1 and 2. (DI-MCCR-80700, Post-CDR M&S Data) (CDRL A004)(DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.2.2.4. Human Factors Analysis. The Contractor shall provide all models and data, including input files that were used for human factors analysis of their designs. The Contractor shall also deliver 3-D CAD files representing the cab portion of the FTTS OP (MSV Distribution variant and/or UV Support variant). The files shall be delivered in accordance with Attachment 10 and shall be of sufficient detail for an independent Government analysis of crew functionality and crew task loading. (DI-MCCR-80700, Post-CDR M&S Data)(CDRL A004)(DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.2.2.5. Vulnerability Analysis. The Government will perform a ballistic vulnerability analysis based on models and data provided by the Contractor. This analysis will assess the vulnerability of the Contractor's designs in the areas of ballistic shock, behind armor debris, and fragmentation and blast. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.2.2.5.1. Models and Data. The Contractor shall provide CAD solid models of the FTTS OP (MSV Distribution variant, UV Support variant, and Companion Trailers). The models shall include all subsystems down to level 5 of the WBS. Included with the models shall be information describing weights, materials, and general functionality of each subsystem. All data delivered shall be cross-referenced with the filename of the corresponding subsystem CAD model. The models shall be provided in accordance with Attachment 10. (DI-SESS-81001e, Post-CDR CAD Data) (CDRL A008)(DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.2.2.5.2. Structure and Armor Description and Performance. The Contractor's models shall accurately depict structure and armor thickness. The Contractor shall include data describing the weight, thickness, and theoretical performance of the structure and armor. The theoretical performance data shall include the round type that the armor is able to defeat the velocity and distance at which the round was fired, and the obliquity at which the round impacted the armor. In addition to the data described above, actual armor test data shall be provided, if available, and shall include the residual penetration into the witness plate or the amount of the target (in inches or millimeters) that was remaining after defeating the round. (DI-MCCR-80700, Post-CDR M&S Data)(CDRL A004)(DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.2.2.5.3. Criticality Assessment. The Contractor shall identify the subsystems that, if damaged or destroyed, would cause one of the following defined vehicle kills: Material Handling Equipment kill (MHE-kill) - The vehicle experiences an MHE-Kill if the damage causes the vehicle to be incapable of performing any of the material handling requirements of its assigned mission, and the damage is not repairable by the crew on the battlefield within a short time (<10 minutes); Communications kill (C-kill) - The vehicle experiences a C-Kill if it is damaged to the extent that it can neither transmit nor receive information by its electronic communication equipment, and the damage is not repairable by the crew on the battlefield within a short time (<10 minutes); Mobility kill (M-kill) - The vehicle experiences an M-Kill if the damage causes the vehicle to be incapable of performing any of the mobility requirements of its assigned mission, and the damage is not repairable by the crew on the battlefield within a short time (<10 minutes); Firepower kill (F-kill) - The vehicle experiences an F-Kill if the damage causes the vehicle to be incapable of performing any of the firepower (self-defense) requirements of its assigned mission, and the damage is not repairable by the crew on the battlefield within a short time (<10 minutes); Catastrophic kill (K-kill) - The vehicle suffers a K-Kill if the damage is so extensive that the vehicle is not economically repairable. Items carried on-board the vehicles that could cause catastrophic damage would be items such as ammunition, fuel, oil, hydraulic fluids, etc. This task shall be performed on one or both the MSV Distribution variant with Companion Trailer and/or UV Support variant with Companion Trailer. (DI-MCCR-80700, Post-CDR M&S Data)(CDRL A004)(DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.2.2.6 Cost Analysis

Unit Production Cost Estimate: The Contractor shall provide a unit recurring production cost estimate for the FTTS program based on the production quantities in Attachment 15. This includes the following: Manufacturing-the costs of material, labor, and all applicable add-ons (e.g. general and administrative, cost of money, and fee) incurred in the fabrication and assembly of the final system. The cost of purchased parts/equipment is included along with any assumed Government furnished equipment. Recurring engineering-the costs of all engineering efforts performed in support of production. Sustaining tooling-the costs of maintenance, replacement, or modification of tools and test equipment after the start of production. Quality control-the costs of implementing controls necessary to ensure that the manufacturing process produces a system that meets prescribed standards. Other recurring production-any procurement funded, recurring production costs not included in the above sub-elements. Identify what costs are included in this category. The following guidelines must be adhered to in providing the unit production cost estimate:

- i) All cost data must include all appropriate documentation, to include but not limited to all: assumptions, ground

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rules, sources, methodologies, and an evaluation of the limitations of the estimate.

ii) Provide the unit production cost to a Work Breakdown Structure Level 5.

iii) Specify the annual production rate assumed and the sensitivity of the unit production cost to fluctuations in the annual production rate.

iv) Identify the cost of any assumed Government furnished equipment that is included in the unit production cost estimate. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.3. Reserved.

C.1.2.4. Reserved.

C.1.2.5. Fabrication and Assembly. The Contractor shall fabricate seven (7) fully functional UV Support variants with an option for up to two (2) Companion Trailers configuration demonstrators and/or two (2) fully functional MSV Distribution variants with options for up to three (3) MSV Distribution variants and up to five (5) Companion Trailers configuration demonstrators, all based upon the information and data developed in the Preliminary Detailed Design and Detailed Design phases (see section C.1.2.1.1 and C.1.2.1.2). The Contractor shall present the fully functional demonstrators for acceptance as per C.4.3 before delivery to the Government test site. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.2.6. Demonstrator Evaluation. The FTTS ACTD Military Utility Assessment Plan will be available at the time of award. Attachment 4 describes the schedule. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.1.3. Integrated Product Teams/Concurrent Engineering. The Contractor is also encouraged to employ a management system that utilizes the concept of Concurrent Engineering to ensure that all aspects of design, engineering, quality, manufacturing, ease of maintenance, reliability, and systems support are simultaneously addressed. This entails a team approach to assure continuous effective communication between all of the disciplines involved in the development effort. The objective is to provide a reduction in the demonstrator development timeframe while assuring the fabrication of the most effective quality demonstrator with minimum engineering or other changes. The Contractor's FTTS ACTD team and management should be described in the Program Plan. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.2. RESERVED

C.3. INTEGRATED LOGISTICS SUPPORT (ILS)

C.3.1. The Contractor shall execute an ILS program for the FTTS including all variants and their Companion Trailers. The Contractor's ILS program shall maximize supportability, reduce the logistics footprint and minimize Total Ownership Cost. A joint Government and Contractor Supportability Integrated Product Team (SIPT) shall be established. At least one SIPT Meeting, not to exceed 8 hours, shall be conducted at a date agreed upon by the Contractor and Government. The Contractor shall present the FTTS Maintenance Allocation Charts (MAC) at this SIPT Meeting for review and approval by the Government. During this SIPT Meeting, the Government will require access to the FTTS drawings or preferably the actual FTTS (hardware) representing the configuration of the FTTS being delivered under this program. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.3.2. Supportability Analysis. The Contractor shall conduct supportability analyses within their systems engineering process using MIL-HDBK-502 - Acquisition Logistics, and references within it, as guidance. The Contractor shall deliver the Logistics Management Information (LMI) Data Products resulting from their analyses down to WBS Level 5 per MIL-PRF-49506. As a result of the analysis and the LORA analysis required by paragraph C.4.4.2.1, the Contractor shall generate and deliver operations and maintenance tasks lists for the FTTS MSV, the FTTS UV Support variant and for each of their Companion Trailers. Each task list shall include: Task Title, task performer (Operator or Field Maintenance), Task Frequency (Frequency task would occur per system per year), time required to perform task and number of individuals required to perform task. The Contractor shall deliver each task list in a Microsoft Excel compatible spreadsheet. Attachment 16 - LMI Requirements, (DI-ALSS-81529, Supportability Analysis) (CDRL A009)(DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.3.3. Maintenance Allocation Chart (MAC). The Contractor shall provide MACs for the FTTS MSV Distribution variant with Companion Trailer and/or the FTTS UV Support variant with Companion Trailer down to WBS Level 5 in top-down breakdown sequence per MIL-PRF-49506, Attachment 16 - LMI Requirements, and MIL-STD-40051B. (DI-ALSS-81530, MAC)(CDRL A010) (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.3.4. Training.

C.3.4.1. Operator Training Guide. The Contractor shall provide, in Contractor format, operational and maintenance training at a level that is sufficient to support the demonstrations during the initial evaluation at the Government proving grounds and during the Military Utility Assessment (MUA) at Ft. Lewis, Washington. The training material shall be provided 90 days prior to the Acceptance Testing (AT). Development of the training guide shall be a Government/Contractor IPT effort. (DI-ILSS-80872,S Operator Training Guide)(CDRL A011)(DI-MISC-80711, Final Technical Report) (CDRL A006)

C.3.4.2. Operator's and Maintainer's New Equipment Training (NET). The contractor shall conduct Operator's and Maintainer's New

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Equipment Training (NET) courses at each evaluation site for two classes with a maximum of 15 students each, 30 to 45 days prior to the start of assessment for the demonstrator. The Contractor shall provide student and instructor materials. (DI-ILSS-80872, Operator's and Maintainer's New Equipment Training) (CDRL A013) (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.3.5. Embedded Equipment Publications. The Contractor shall develop the embedded equipment publications for all FTTS demonstrators. The Contractor format is acceptable, but must be in compliance with the Army's two-level maintenance concepts. The embedded publication shall include all operations and field maintenance tasks (including required troubleshooting and embedded diagnostics routines). Where possible, diagnostics shall be interactive with the vehicles. (DI-MISC-80711, Final Technical Report) (A006)

C.3.6. Reserved.

C.3.7. Reliability, Availability and Maintainability (RAM). The Contractor shall establish and maintain a RAM program throughout the development of FTTS. The RAM program shall specifically address the requirements of Attachments 1 and 2. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.3.7.1. Failure Modes, Effects, and Critical Analysis (FMECA). The Contractor shall develop a program for Failure Mode, Effects, and Critical Analysis (FMECA) down to the WBS level 5. The FMECA program shall include a description of how the Contractor shall acquire and utilize design data, or Contractor test data, for the development of required maintenance actions to correct failures, total maintenance repair times, and sources of the data for repair times. The FMECA program shall be conducted concurrently with the design effort so that the design will reflect predicted R/M. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.3.7.2. Test Incident Reports/Failure Analysis & Corrective Action Report (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.3.7.2.1. The Contractor shall be responsible for accessing the test site computer databases, i.e. Versatile Information Systems Integrated On-line Nationwide (VISION)/ Army Test Incident Reporting System (ATIRS), for all Test Incident Report (TIR) data during Government-required tests. Receipt of a TIR is defined as the day the TIR is posted to the database (TIR Release Date). Upon receipt of a TIR, the Contractor shall determine the root cause of the failure and furnish a Failure Analysis and Corrective Action Report (FACAR) with the proposed corrective actions set forth in this contract provision. The FACAR (i.e. Section VI of the TIR) shall be prepared by the Contractor in the ASCII format Corrective Action data stream identified at Attachment 10 of the contract and as described in the DI-RELI-81315 (T) (CDRL A017).

C.3.7.2.2. No Contractor entries are required in data blocks 102, 103, 104, and 105. The first Contractor entry for each FACAR shall record OPEN in data block 100. No subsequent changes should be made to data block 100. Responses to data blocks 120-123 shall also include the data identified in DI-RELI-81315 (T) (CDRL A017). With the exception of the supporting documents, all required text shall be submitted to VISION/ATIRS through the ASCII format Corrective Action data stream.

C.3.7.2.3. TIR Response Times. Critical TIRs require responses shall be responded to within the following time frames and submitted per C.3.7.2.1 and C.3.7.2.2 above:

- Critical - Telephonically within twenty-four (24) hours:
 - Interim response (electronic) within five (5) days of COR notification;
 - Final response (electronic) within thirty (30) days of COR notification.
- All other TIRs (Major, Minor, or Informational) shall be responded to per COR direction.

C.4. QUALITY ASSURANCE PROGRAM AND DEMONSTRATOR PERFORMANCE EVALUATION (DI-MISC-80711, Final Technical Report) (CDRL /A006)

C.4.1. Quality Management System. The Contractor shall provide evidence of a Quality Management System per ISO 9000-2000 requirements or an equivalent program. The Contractor shall provide copies of certificate(s) of registration or certification(s) of compliance to a recognized quality management standard and a copy of their documented procedures for review by the Government. The Contractor shall implement and maintain the Quality Management System throughout the life of the contract. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.4.2. Vehicle Inspection Record. The Contractor shall develop a Vehicle Inspection Record (VIR) and present a draft to the Government representative ninety (90) days prior to acceptance testing and the final report thirty (30) days prior to acceptance testing. The VIR shall record all tests and inspections of the performance and safety characteristics of the demonstrators. All in-process inspections and tests conducted during the manufacturing of the demonstrators shall be made available to the Government representative during acceptance testing of the MSV and UV with Companion Trailers. (DI-NDTI-80809B, Vehicle Inspection Record) (CDRL A012) (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.4.3. Acceptance Test (AT). Acceptance Testing (AT) of the demonstrator FTTS MSV and UV with Companion Trailers shall be conducted by the Contractor at the Contractor's facility and witnessed by the Government. The Acceptance Test shall consist of performance and safety characteristics identified in the FTTS MSV and/or UV with optional Companion Trailers specifications (Attachment 1 and 2), which shall be agreed upon and approved by the FTTS Demonstration IPT. Any failures occurring during AT shall be corrected by the Contractor at the Contractor's facility, and verified and approved by the IPT, prior to acceptance by the Government or any follow-on testing. (DI-MISC-80711, Final Technical Report) (CDRL A006)

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C.4.4. Government Demonstrator Performance Evaluation. After AT and acceptance, the Government will conduct a Demonstrator Evaluation of the FTTS MSV Distribution variant, UV Support variant and optional Companion Trailer. The Contractor's compliance to performance requirements as identified in the FTTS MSV Distribution variant, UV Support variant and Companion Trailer Specifications (Attachments 1 and 2), shall be verified at Government evaluation sites and delivered as required per C.4.4.2. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.4.4.1. Reserved.

C.4.4.2. Demonstrator Delivery. The Contractor shall deliver the two (2) MSV Distribution variants demonstrators with options for up to three (3) MSV Distribution variants and up to five (5) Companion Trailers; and/or seven (7) UV Support variants demonstrators with an option for up to two (2) Companion Trailers to the Government designated site, Aberdeen Proving Ground, for a Government safety assessment and performance evaluation, NLT February 2006. At the completion of the Government safety assessment and performance evaluation, the demonstrators shall be delivered to Ft. Lewis, Washington for the Military Utility Assessment (MUA) NLT April 2006. Specific safety assessment and performance evaluations shall be identified after PDR and receipt of the Contractor's safety assessment report. Sixty days after the first delivery of two (2) Utility Variants, two (2) of the remaining five (5) Utility Variants will be delivered to a designated site for the Marine Corps, two (2) will be delivered to a designated site for the Air Force, and one (1) will be delivered to a designated site for the Program Manager Aviation Ground Support Equipment (PMO-AGSE).

C.4.4.2.1. Logistics Demonstration (LOG DEMO) Task Analysis - The Contractor shall perform detailed task analysis of all tasks required to operate, maintain, and support the system. The task analysis shall identify all logistic support resources (i.e., manpower, force structure, facilities, support equipment, test program sets, training, initial parts allocations, etc.) required to perform each task. The Contractor shall conduct a Level of Repair Analysis (LORA) using a Government approved model, COMPASS, for predicting and analyzing support scenarios. The Contractor shall ensure standardization in support of design or design change. The Contractor shall participate and support a Government conducted Logistics Demonstration to validate the LORA and Maintainability requirements outlined in the attached FTTS Maneuver Sustainment Vehicle (MSV) Distribution variant with Companion Trailer and/or Utility Vehicle (UV) Support variant with Companion Trailer Performance Specifications (Attachments 1 and 2). The Contractor shall provide Embedded Manuals (C.3.5) manuals in Contractor format, for both variants/configurations for Operator and Field levels of maintenance. The system shall provide intrusive diagnostic that interface and interact with the vehicle. Task information must dovetail between maintenance echelons and be supported by a Contractor Repair Parts & Special Tools List (RPSTL). The Contractor shall participate in and support the Logistics Demonstration including the Government's evaluation of the commercial technical manuals and incorporate all mutually agreed to changes into the final products. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.4.4.2.2. C4ISR System.

C.4.4.2.2.1. The Contractor shall integrate, deliver and demonstrate a C4ISR solution for each FTTS demonstration vehicle that includes the following:

C.4.4.2.2.1.1. Interfaces to SAE compliant J1708 and J1939 heavy truck data bus architectures for the purposes of diagnostics integration. These interfaces shall include the ability to connect to the vehicle's diagnostic engine, transmission, ABS systems.

C.4.4.2.2.1.2. Sufficient power generation and space claim to accommodate a Extended Position and Location Reporting System (EPLRS) UHF wideband radio, an FBCB2 computer, a SINCGARS radio, a DT3000 computer as detailed in C.4.4.2.2.1.4, MTS MT2011 Satellite Communications Transceiver and a standard military double radio rack. The specification data related to these interface requirements shall be provided GFI to the contractor on or before 45 days after award.

C.4.4.2.2.1.3. Fully functional integrated solution of a stock military version FBCB2 computer with the EPLRS UHF wideband radio as used in SBCT 2nd Brigade, which shall be referred to as the "FBCB2 solution". The FBCB2 solution shall be fully functional in a normal military operational setting and environment. One set of the FBCB2 computers and EPLRS UHF radios shall be provided GFE to the Contractor on or before February 2006.

C.4.4.2.2.1.4. Fully functional integrated, embedded dash-mounted DT-3000 computer, which will be compatible with and reportable through a MTS Control Station utilizing the MT2011 satellite communications transceiver. The MT2011 transceiver will have integrated GPS receiving capability. The resultant solution will have the ability to provide the following functionality and capability and that capability must be reportable through a MTS Control Station:

- World wide NIMA Map display with friendly and enemy vehicle icons, position location and vehicle bumper number.
- Near real-time email messaging capability with a capacity of 1000 character messages at a time.
- Interface to the J1708/J1939 diagnostic network with the capability to collect, interpret and store electronic controller data from the vehicle's engine, transmission, and ABS modules.
- Automated Inventory Tag (AIT) interrogation capability. This includes the ability to interrogate and save the data from SAVI series 400 and 600 tags. The solution must have the capability to interrogate a tag affixed to an ISO container or pallet of up to 11 tons, while the container is loaded into the back bed of the FTTS demo vehicle. The vehicle bed (AIT tag reader) portion of the solution shall be developed using the Contractor defined specifications, but, must have the capability to read data from SAVI 400 and 600 series tags.
 - 1 Ghz central processor
 - 40 GB of central data storage.

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- Display thermal/infrared/all-weather vision capability

These solutions shall be fully functional in a normal operational setting and environment. The DT-3000 computers and the MT2011 transceivers shall be provided GFE to the Contractor on or before February 2006.

C.4.4.2.2.1.5. SINGARS Radio.

The Contractor shall install a standard military SINGARS radio in each FTTS demonstrator vehicle. The installation shall provide for full functionality of voice communications in a normal military operational setting and environment. The SINGARS radios shall be provided GFE to the Contractor on or before February 2006.

C.4.4.3. List of Demonstration Support Items. The Contractor shall provide a List of Demonstration Support Items at the Demonstration Readiness Review (DRR) (section C.5.4) for Government review and approval. The list shall identify the required Demonstration Support Items and their proposed sources (Government or Contractor). (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.4.4.4. Availability of Demonstration Support Items. The Contractor shall have available, at all sites, the required repair parts, tools, manuals, Test Measurement and Diagnostic Equipment (TMDE), and unique support equipment 30 days prior to test demonstration, except for whatever items the Government may choose to provide in response to the List of Demonstration Support Items submitted by the Contractor. The Contractor shall manage, control and monitor all Demonstration Support Items. All parts not on site must be available within 24 hours of official notification of requirement. At the end of test and demonstration, all unused parts shall be returned to the Contractor.

C.4.4.5. Contractor Technical Representation. The Contractor shall provide the necessary technical representation at all sites to service the demonstrator beyond all operator enabled field maintenance tasks during the demonstrations. The Contractor(s) support is required during delivery and acceptance of demonstration assets (demonstrator and support items) at the site(s). When delivered, the demonstration assets will be jointly (Government and Contractor) inspected, inventoried, and operated to assure no damage incurred during shipping or deficiencies undetected at the Contractor's facility. The Contractor(s) is required to perform any repairs or replacements required prior to acceptance of demonstration assets at evaluation sites. During demonstration, Contractor(s) technical support shall be made available as required and dependent upon failure/incident corrective action needs.

C.4.4.5.1. Deficiencies and Corrective Actions. The Contractor shall be responsible to provide corrective action for all deficiencies identified during the demonstration. The Contractor shall also supply all replacement parts and perform all sustainment level maintenance tasks as well as provide technical assistance for all field level maintenance tasks as required by the operator and maintainer.

C.4.4.6. Special Test and Inspection Equipment. The Contractor shall recommend any special test and inspection equipment, required for unique demonstrator subsystems. If any special equipment is recommended, the contractor shall develop, maintain, and instruct testers on the operation of the special test equipment as required for the duration of Government testing. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.5. MEETINGS See Attachment 4, Program Schedule. The Contractor shall deliver an agenda and a draft briefing package for each meeting. Virtual design reviews shall be used in all meetings that review demonstrator or FTTS Objective Performance designs. All CAD data reviewed shall be imported to ProductView and presented interactively. After each meeting, the Contractor shall deliver the minutes of the meeting. (DI-ADMN-81249, Meeting Agendas)(CDRL A014)(DI-ADMN-81250A, Meeting Minutes)(CDRL A015)

C.5.1. Start of Work Meeting. The Start of Work meeting shall be held NLT fourteen (14) days after award. This meeting will be used to address any questions and/or concerns on the Scope of Work (SOW) and its attachments.

C.5.2. Preliminary Design Review (PDR). Prior to the commencement of detailed design, the Contractor shall plan and conduct a PDR, 90 days after award. The PDR shall present both the conceptual design and the modeling and simulation results for both the demonstrator design and the 2010 production design. A performance specification requirements matrix shall be provided describing the level of each performance requirement the FTTS design is predicted to achieve during the ACTD tests. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.5.3. Critical Design Review (CDR). Prior to the commencement of the Fabrication/Assembly, the Contractor shall plan and conduct a CDR, 8 months after M&S award. At the CDR, an updated performance specification requirements compliance matrix shall be provided for each requirement describing the level of performance predicted for the ACTD demonstrations. The Contractor shall present objective capabilities that could be provided in the 2010 timeframe. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.5.4. Demonstration Readiness Reviews (DRR). The demonstrator IPTs shall plan and conduct a DRR. The meeting shall review the status, facilities, manpower, data collection, operator training and other Government test related issues. The DRR shall be conducted in conjunction with a quarterly IPR NTL 60 days before Government Safety Assessment and Performance Evaluation. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

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C.5.5. In-Process Reviews (IPR) will be held 45 days after award and 45 days after PDR at the Contractor's facility to provide an update and/or to address any problems that have occurred. (DI-MISC-80711, Interim Technical Report/Final Technical Report) (CDRL A005/A006)

C.6. REPORTS

C.6.1. Interim Technical Report (ITR). The Contractor shall deliver to the Government an ITR which includes the content listed in Attachment 17. The ITR shall be delivered NLT 5 business days after CDR. (DI-MGMT-80711, Interim Technical Report)(CDRL A005)

C.6.2. Final Technical Report (FTR). After completion of the hardware demonstration, the Contractor shall deliver to the Government a FTR which includes the content listed in Attachment 18. The FTR shall be delivered NLT 60 days after the conclusion of the Military Utility Assessment (test) phase of the ACTD. (DI-MGMT-80711, Final Technical Report)(CDRL A006)

C.7. SAFETY PROGRAM As a result of the safety analyses, hazard evaluations, and independent Contractor testing, the Contractor shall perform and document a safety assessment in accordance with TASK 209 of MIL-STD-882B. The safety assessment shall identify all safety features of the hardware, software, demonstrator design and inherent hazards and shall establish special procedures and/or precautions to be observed by the Government test agencies and demonstrator users. (DI-SAFT-80102B, Safety Assessment Report)(CDRL A016)(DI-MISC-80711, Interim Technical Reports/Final Technical Report) (CDRL A005/A006)

C.8. ENVIRONMENTAL ASSESSMENT The Contractor shall not use cadmium (electroplating processes), hexavalent chromium (electroplating, and coatings processes), asbestos, Class I or Class II Ozone-Depleting Substances, or other highly toxic or carcinogenic materials as defined in 29 CFR1910.1200 without Governmental approval.

The Contractor shall establish, implement and maintain a Hazardous Materials Management Program using National Aerospace Standard 411 "Hazardous Materials Management Program" as a guide. The purpose of this program is to eliminate or minimize (where elimination is not possible) hazardous and environmentally unacceptable materials throughout the life cycle of the system to ensure protection of human health and the environment. The contractor shall prepare a Hazardous Materials Management Plan which, at a minimum, shall identify and describe the organizational relationships and responsibilities for eliminating hazardous materials, define the process used to identify the hazardous materials utilized in the manufacturing process, and establish prioritization criteria for ranking the relative risks of these hazardous materials. This plan shall be made available for review upon request of the Government.

The Contractor shall prepare a Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials (as defined in FED-STD- 313D, paragraph 3.2) required for system production, and sustainment, including the parts/process that requires them. This report should be prepared in accordance with National Aerospace Standard 411, and shall be briefed at all Program Review Meetings. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.8.1. Operations Security (OPSEC) Plan. The Contractor shall prepare and deliver to the Government and Operation Security (OPSEC) Plan as required by the contract security classification specification. (DI-MISC-80711, Final Technical Report) (CDRL A006)

C.9.0 Scope of Work (SOW) Breakdown (See Attachment 19)

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Data Packaging and Marking

D.1.1 All data deliverable under this contract shall be packaged in accordance with good commercial practice to assure arrival at destination without loss or damage.

D.1.2 All technical data delivered under this contract shall be identified by the prime contract number, the name and address of the prime contractor and the name of the subcontractor (if any), which generated the data. The marking shall be in the format below for (1) prime contractor of (2) subcontractor generated data as applicable:

- (1) Prime Contract number:
Contractor:

- (2) Prime Contract Number:
Contractor:
Subcontractor:
Subcontractor's Address:

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) SECTION E INSPECTION/ACCEPTANCE	APR/1984

E.1 Final Inspection and Acceptance of all data deliverable under this contract shall be made at Destination by the Contracting Officer or the Contracting Officer's Technical Representative. The determination that the data is complete and conforms to the requirements of the contract will be made by the Contracting Officer's duly authorized representative.

E.1.2 All work required under this contract is subject to inspection and approval by the Contracting Officer's Technical Representative (COTR).

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

DELIVERIES OR PERFORMANCE

F.1 Delivery of Data

F.1.1 The contractor is encouraged to submit all reports electronically to the extent practicable in accordance with the Contract Data Requirements List (CDRL) (DD Form 1423).

F.1.2 All data deliverable under this contract that cannot be submitted electronically shall be delivered FOB Destination to the following address and in accordance with the Contract Data Requirements List (CDRL) DD Form 1423:

U.S. Tank-automotive and Armaments Command
ATTN: AMSRD-TAR-N/MS 289
6501 E. 11 Mile Road
Warren, Michigan 48397-5000

F.2 Period of Performance

F.2.1 The period of performance of the Contract shall be nine (9) months from date of award, including submission of Interim Technical Report.

F.2.2 The Contractor shall submit the Interim Technical Report five days after CDR. Government acceptance of the interim report will constitute completion.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ LINE AMS CD/ OBLG	JOB ORDER	ACCOUNTING	OBLIGATED
<u>ITEM</u> <u>MIPR</u> <u>ACRN</u> <u>STAT</u> <u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA R342C433R3 AA 1 21 42040000046N6N7EP622601255Y S20113 622601H7711	42C433	W56HZV \$	2,871,760.00
TOTAL			\$ 2,871,760.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Army	AA	21 42040000046N6N7EP622601255Y S20113	W56HZV	\$ 2,871,760.00
TOTAL				\$ 2,871,760.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2 252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

G-4	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G.1 SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST WITHIN EACH CLIN

G.1.1 This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification and accounting classification reference number (ACRN) for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

G.1.2 In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

G.1.3 The PAYING OFFICE: The major effort on this contract is described under one or more four-digit CLINs. Each four-digit CLIN has at least one six-digit contract subline and ACRN. The contract is funded at the subline level. When the contractor submits an invoice

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Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

(which will specify one or more four-digit CLINs against which payment is being requested), DFAS will make payment for each invoiced CLIN using the oldest money available under the six-digit subline(s) associated with the specified four-digit CLIN(s).

G.1.3.1 Example One:

The contractor submits an invoice in the total amount of \$150,000. The contractor further identifies \$100,000 is for effort performed under CLIN 0003, and \$50,000 is for effort performed under CLIN 0004. The contract also shows sublines 0003AA with FY01 funds, 0003AB with FY00 funds, 0004AA with FY01 funds and 0004AB with FY02 funds. Payment will be made as follows:

For the \$100,000 effort under CLIN 0003, make disbursement from 0003AB until fully disbursed then begin disbursing from 0003AA.

For the \$50,000 effort under CLIN 0004, make disbursement from 0004AA until fully disbursed then begin disbursing from 0004AB.

G.1.3.1 Example Two:

The contractor submits an invoice in the total amount of \$200,000. The contractor further identifies \$50,000 is for effort performed under CLIN 0003, and \$150,000 is for effort performed under CLIN 0004. The contract also shows sublines 0003AA and 0003AB, which are both funded with FY00 funds, 0004AA with FY01 funds and 0004AB with FY02 funds. Payment will be made as follows:

For the \$50,000 effort under CLIN 0003, make disbursement equally from both CLIN 0003AA and 0003AB since they are the same year money.

For the \$150,000 effort under CLIN 0004, make disbursement from CLIN 0004AA until fully disbursed then begin disbursing from CLIN 0004AB EVEN IF THERE IS STILL OLDER MONEY REMAINING ON CLIN 0003AA.

G.2 SPECIAL BILLING INSTRUCTIONS: BILL TO THE FOUR DIGIT LINE ITEM

G.2.1 The CONTRACTOR shall bill costs against the four digit CLIN as shown in Section B of this award. This four digit CLIN shall be identified on each invoice or payment voucher submitted against this contract for payment and shall correspond with the effort performed. Additionally, the contractor shall also list all the associated six digit SubCLIN(s) under the specified four-digit CLIN(s) for which payment is being requested, and for which funding has been obligated, stating that DFAS is to pay from SubCLIN(s) in accordance with the special payment instructions specified in G.1.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-8	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
H-9	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-10	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-11	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-12	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-13	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-15	252.246-7001	WARRANTY OF DATA	DEC/1991
H-16	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004

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

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

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

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

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

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

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

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(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-17 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-18 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.1. SUBCONTRACTING PLAN:

The contractor has submitted a subcontracting plan dated August 17, 2004, which is hereby incorporated into the contract by reference.

H.2. LIMITED RIGHTS: The Government shall receive limited rights to the items listed in Attachment 020. In accordance with DFARS 252.227-7019(e), the items listed in the attachment are subject to the provision that the Government reserve the right to challenge any assertion of limited rights at contract close out.

*** END OF NARRATIVE H 001 ***

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-37	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-39	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-40	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-43	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-44	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-45	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-47	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-20	LIMITATION OF COST	APR/1984

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I-50	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-51	52.232-25	PROMPT PAYMENT	OCT/2003
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-53	52.233-1	DISPUTES	JUL/2002
I-54	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-55	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-56	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-57	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-60	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-61	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-62	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-63	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-64	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-65	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-70	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-72	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-73	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-74	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-76	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-80	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-81	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-83	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-84	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-85	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-86	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-87	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present

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workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-88 52.204-7 CENTRAL CONTRACTOR REGISTRATION

OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the

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necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-89 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

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(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-90 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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

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

[End of Clause]

I-91 52.243-7 NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer. Specifically authorized representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

?(1) the date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

?? (i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

?(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

??(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

??(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I-92

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

JUL/2004

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting

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opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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 flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-93 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

[End of Clause]

I-94 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS APR/2003
Hand or measuring tools delivered under this contract shall be produced in the United States or its possessions.

(End of clause)

I-95 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material;

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equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

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- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-96	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent

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from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA LIST (DD1423)			
Exhibit B	DD254 FORM CONTRACT SECURITY CLASSIFICATION SPECIFICATION			
Attachment 001	FTTS MANEUVER SUSTAINMENT VEHICLE (MSV) WITH COMPANION TRAILER PERFORMANCE SPECIFICATION			
Attachment 002	FTTS UTILITY VEHICLE (UV) WITH COMPANION TRAILER PERFORMANCE SPECIFICATION			
Attachment 003	ACTD DEMONSTRATOR CAPABILITIES AND PRIORITIES; FTTS TRAILERS ACTD TRAILER CAPABILITIES AND PRIORITIES			
Attachment 004	FTTS ACTD SCHEDULE			
Attachment 005	FTTS ACTD PROGRAM OBJECTIVE PERFORMANCE PRIORITIES; FTTS TRAILER PROGRAM OBJECTIVE PERFORMANCE PRIORITIES			
Attachment 006	SIMULATION SUPPORT PLAN FORMAT			
Attachment 007	FTTS MOBILITY DYNAMICS DATA SHEET; MAJOR SYSTEMS CHART;; WHEELED VEHICLE CHARACTERISTICS CHART; WHEELED VEHICLE PERFORMANCE CHART			
Attachment 008	COOLING PERFORMANCE ANALYSIS DATA			
Attachment 009	FTTS DRIVE CYCLE			
Attachment 010	COMPUTER AIDED DESIGN (CAD) DATA			
Attachment 011	WORK BREAKDOWN STRUCTURE (WBS)			
Attachment 012	OPERATIONAL EFFECTIVENESS ANALYSIS DATA			
Attachment 013	ADVANCED COLLABRATIVE ENVIRONMENTS (ACE) DOCUMENT			
Attachment 014	SURVIVABILITY ANALYSIS DATA			
Attachment 015	PRODUCTION QUANTITIES			
Attachment 016	LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS			
Attachment 017	INTERIM TECHNICAL REPORT CONTENT			
Attachment 018	FINAL TECHNICAL REPORT CONTENT			
Attachment 019	C.9.0 SCOPE OF WORK (SOW) BREAKDOWN			
Attachment 020	LIMITED RIGHTS IN TECHNICAL DATA			