

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

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

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
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32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
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38. S/R Account Number	39. S/R Voucher Number	40. Paid By
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41a. I Certify This Account Is Correct And Proper For Payment	42a. Received By (Print)	
41b. Signature And Title Of Certifying Officer	41c. Date	
	42b. Received At (Location)	
	42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 37**

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number W56HZV-04-C-0801 is awarded to Freightliner of Savannah, Inc. The Government accepts your proposal dated 9 September 2004 in response to Solicitation Number: W56HZV-04-R-1034, signed by Jason Williams, President.

(b) The contractor, in its proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: N/A

Section E, 52.246-4028, INSPECTION POINT: Origin

Shipping Characteristics: FOB Origin

Others: N/A

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

(d) The following vehicles will be furnished as Government Furnished Property for RESET on Contract W56HZV-04-C-0801:

M915A2/A3/A4

M916A1/A2

M917A1/A2

(e) The following Amendment(s) to the solicitation are incorporated into this contract: 001 & 002.

[End of Clause]

2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0801 MOD/AMD	Page 3 of 37
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Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

(586) 574-7059, or send an email message to: acqcenweb@taacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

EXECUTIVE SUMMARY - FIRM FIXED PRICE CONTRACT SOLICITATION

a. REQUIREMENTS. The U.S. Army Tank-automotive and Armaments Command (TACOM) is soliciting offers to rebuild the M915 Family of Vehicles (Manufacturer Freightliner, estimated quantity 80 vehicles). The period of performance is anticipated to last twelve months.

b. NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete the fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

d. NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:_____.

e. OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to this solicitation:

You must return one signed original of your offer, completed and properly executed, by the time and date shown in block 9 of the standard Form 33 (SF 33). The local time in Michigan is Eastern Standard Time.

(2) Acknowledgement of Amendments:

Please acknowledge any amendment(s) to this solicitation in the space provided in block 14 of the SF 33. Include the number and date of each amendment.

(3) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF 33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, AND HQ AMC-LEVEL PROTEST PROGRAM.

f. INCONSISTENCIES BETWEEN THE EXECUTIVE SUMMARY AND THE SOLICITATION:

This executive summary has been prepared as an aid to you, the offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF 33.

g. NOTICE REGARDING PROPOSAL EVALUATION CRITERIA

Contract Award will be made on the basis of cost, production schedule and production capacity (see Clause K-6).

h. NOTICE REGARDING SUBMITTING PROPOSAL ELECTRONICALLY

When transmitting your proposal electronically the offeror is responsible for submitting proposals, and any modifications or revisions, so as to ensure that all parts of the proposal are received at the designated electronic mailbox before the designated time. If the entire proposal is not received completely before the designated time it will be considered a late proposal.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0801 MOD/AMD	Page 4 of 37
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Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

NOUN: Rebuild of the M915 Family of Vehicles

The purpose of this Amendment 0001 is to extend the deadline for receipt of proposals. The deadline for receipt of proposals is hereby extended from 2 Sep 04 to 01:00 p.m. Eastern Standard Time on 09 Sep 04.

*** END OF NARRATIVE A 002 ***

Amendment 0002 to Solicitation W56HZV-04-R-1034

NOUN: Rebuild of the M915 Family of Vehicles

The purpose of this Amendment 0002 is to extend the deadline for receipt of proposals. The deadline for receipt of proposals is hereby extended from 09 Sep 04 to 01:00 p.m. Eastern Standard Time on 13 Sep 04. The solicitation will not be extended again.

*** END OF NARRATIVE A 003 ***

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
	SUPPLIES OR SERVICES AND PRICES/COSTS																													
0001	SECURITY CLASS: Unclassified																													
0001AA	<p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: M915A2 HET RESET PRON: EH4RS938EH PRON AMD: 04 ACRN: AA AMS CD: 123207NB000</p> <p>Quantity: 5 each</p> <p>Rebuild of five each M915A2 in accordance with the process listed in Section C., Scope of Work, Recondition of the M915 Family of Vehicles on a firm fixed price basis.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>5</td> <td>90 DAYS AFT. RCPT.</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001		000000		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	5	90 DAYS AFT. RCPT.			5	EA	\$ 73,030.00000	\$ 365,150.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0801 MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001AB	<p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: M916A1/A2/A3 HET RESET PRON: EH4RS938EH PRON AMD: 04 ACRN: AA AMS CD: 123207NB000</p> <p>Rebuild of twenty each M915A3 (includes air conditioning) in accordance with the process listed in Section C., Svope of Work, Recondition of the M915 Family of Vehicles on a firm fixed price basis.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>20</td> <td>90 DAYS AFT RCPT</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001		000000		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	20	90 DAYS AFT RCPT			20	EA	\$ 75,900.00000	\$ 1,518,000.00
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																										
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																												
001	20	90 DAYS AFT RCPT																												
0001AC	<p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: M916A1/A2/A3 HET RESET PRON: EH4RS938EH PRON AMD: 04 ACRN: AA AMS CD: 123207NB000</p> <p>Rebuild of four each M915A4 (includes air conditioning) in accordance with the process listed in Section C., Scope of Work, Recondition of the M915 Family of Vehicles on a firm fixed price basis.</p> <p>(End of narrative B001)</p>	4	EA	\$ 79,030.00000	\$ 316,120.00																									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0801 MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 4 90 DAYS AFT. RCPT.</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: M916A1/A2 HET RESET PRON: EH4RS939EH PRON AMD: 05 ACRN: AA AMS CD: 123207NB000</p> <p>Quantity: 17 each</p> <p>Rebuild of seventeen each M916A1/A2 in accordance with the process listed in Section C., Scope of Work, recondition of the M915 Family of Vehicles on a firm fixed price basis.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3</p>	17	EA	\$ 104,600.00000	\$ 1,778,200.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0801 MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 17 90 DAYS AFT. RCPT. FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. </p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0801 MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0003	SECURITY CLASS: Unclassified																													
0003AA	<p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: M917A1/A2 PRON: EH4RS940EH PRON AMD: 03 ACRN: AA AMS CD: 123207NB000</p> <p>Quantity: 17 each</p> <p>Rebuild of seventeen each M917A1/A2 in accordance with the process listed in Section C., Scope of Work, Recondition of the M915 Family of Vehicles on a firm fixed price basis.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>000000</td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>17</td> <td>90 DAYS AFT. RCPT.</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	17	90 DAYS AFT. RCPT.			17	EA	\$ 122,900.00000	\$ 2,089,300.00
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																										
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001	17	90 DAYS AFT. RCPT.																												

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK
RECONDITION OF M915 FAMILY OF VEHICLES
(Freightliner Trucks)
17 March 2004

I. General: This scope of work covers the reconditioning of the M915 Family of Vehicles (Freightliners) M915A2, M915A3, M915A4, M916A1, M916A2, M917A1 and M917A2s, (NSNs: 2320-01-272-5029; 2320-01-432-4847; 2320-01-458-1207; 2320-01-272-5028; 2320-01-431-1163, 3805-01-431-1165, 3805-01-432-8249). The estimated quantities are summarized as follows: M915A2/A3/A4 - 40 each, M916A1/A2 - 20 each and M917A1/A2 - 20 each. The period of performance from the date of receipt of the first vehicle is not to exceed twelve months. Transportation of vehicles into the rebuild facility will be the responsibility of the Government, transportation out of the rebuild facility will be arranged by the contractor. All transportation costs, to and from the rebuild facility, will be borne by the Government.

II. Execution of this contract is required to be performed in accordance with the Applicable Documents listed below. Copies of the applicable documents may be obtained by calling the TACOM M915 Team at (586) 574-5162, or by sending a written request to:

Commander
USA TACOM
ATTN: AMSTA-LC-CHHM
Warren, MI 48397-5000

The Applicable Documents follow:

1. TM 9-2320-363-10,
2. TM 9-2320-363-20-1
3. TM 9-2320-363-20-2
4. TM 9-2320-363-34-1
5. TM 9-2320-363-34-2
6. TM9-2320-363-24P
7. TM 9-2320-302-10
8. TM 9-2320-302-20-1
9. TM 9-2320-302-20-2
10. TM 9-2320-302-34-1
11. TM 9-2320-302-34-2
12. TM 5-3805-264-14&P
13. TB 43-0212
14. MIL-STD 40051B
15. RESET Maintenance Standard (Dated 29 Oct 03).
16. DEP TACOM DMWR 9-2815-363 (July 1992) Detroit Diesel Series 60 DDEC II engines. (M915A2 & M916A1 vehicles)
17. DEP NMWR 9-2520-597 (HT740 Transmission), NMWR 9-2520-598 (HD4560P Transmission) and NMWR 9-2520-589 (HT754CR Transmission)
18. Appendix A PROCESSES, CLEANING AND PAINTING
19. MWO 9-2320-363-20

III. Requirements:

A. Definitions:

1. After Market Part. Any part or component that has been manufactured or fabricated by a company other than the original equipment manufacturer, (OEM) or their approved subcontractors, and sold as a replacement part for an OEM part or component.
2. Serviceable Part. Any part that is capable of meeting or exceeding the minimum standards for performing the function for which it was originally designed.
3. Non-serviceable Part. Any part that can no longer be reconditioned to meet the minimum standards.
4. Paint, Corrosion and Rust Removal. The removal of paint to a degree that allows for a thorough inspection for rust and corrosion. Perform sanding and repainting in accordance with Appendix A and the removal of all corrosion and rust.
5. Disassembly. The disassembly of the truck and its components to a level that allows a thorough inspection and reconditioning.

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

Page 11 of 37

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

6. Recondition. The disassembly, cleaning, inspection, repair, testing, and reassembly of the vehicle or its components to bring the components/vehicle to a serviceable condition, zero miles, and/or zero hours condition.

7. Baseline Configuration. A completely reconditioned vehicle including all safety items, MWOs, and ECPs required by TACOM.

B. Process:

1. Vehicle Receipt, IAW CDRL - A002. Upon receipt of the vehicle at the contractor's rebuild facility, the truck, the Chassis and all mounted equipment shall be identified by model number and serial number and be thoroughly inspected by the contractor's personnel and a local DCMA Quality Assurance Representative. All missing, damaged, destroyed or non-standard components that are found will be noted and recorded on DA Form 461-5. A detailed "Receiving and Inspection" report (DA 461-5) verified by a Government Quality Assurance Representative performing the inspection shall remain on file at your facility and be made available for a period of three years. The contractor's representative shall store the vehicle in a secure location until it is scheduled for reconditioning. From the date of receipt of the vehicles at the rebuild facility until the completed delivery of the reconditioned vehicles, all vehicles shall be maintained and protected in accordance with the Government Furnished Property Clause. If the contractor's representative determines that a vehicle is not capable of being reconditioned they shall obtain Government concurrence, (AMSTA-LC-CHHM 586-574-5162), before disposal.

2. Quality Records, IAW CDRL - A001. All records of inspection, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the contractor for a period of four years after contract close out. These records shall be made available to the Government upon request. In addition, where product or process deficiencies have occurred, the contractors records shall provide documentation that fully describes the root cause of deficiencies and corrective actions.

3. Final Inspection/Acceptance, IAW CDRL - A003. The contractor shall perform a final inspection of each vehicle in accordance with the appropriate Final Inspection Record (FIR) for that vehicle using a 25 mile road test. Deficiencies disclosed during road test and inspection by the contractor shall be described in writing on the deficiency sheet and along with the corrective action attached to the FIR prior to offering the vehicle up to Government Acceptance. Each vehicle will be subject to a control test. The vehicles shall be inspected by a government Quality Assurance Representative (QAR) under the provisions of Section E., Inspection and Acceptance of this contract. Quality Control (QC) sampling of rebuilt vehicles shall be accomplished. All defects noted during the inspection or testing shall be corrected prior to final acceptance by QAR at no additional cost to the Government.

4. Written Report, IAW CDRL - A004. The Contractor shall prepare a written report in Contractor format that addresses the impacts of Delayed Desert Damage (3D) for each fleet of systems (M915A2/A3 M916A1/A2 or M917A1 Truck). The report shall include trend data on faults identified during the rebuild process as a result of high vehicle usage and environmental conditions in Southwest Asia.

5. Surplus / Excess. Components / Material removed that is no longer usable shall be declared as scrap and title shall transfer to the Contractor to be disposed of utilizing the Contractors standard scrap disposition procedures.

C. Vehicle Reconditioning. Using the Applicable Documents listed in Paragraph II of Page 6 of this contract, an inspection and recondition operation shall be performed on all assemblies, subassemblies, and components as summarized below. If not specified in the cited documents, best commercial practices may be used. When using other than OEM parts, the parts must be able to be repaired or replaced using the existing procedures, tools and repair parts specified in the M915 POV technical manuals identified above, and must meet or exceed OEM specifications. All assemblies, sub-assemblies, components and parts that will be reconditioned will be cleaned, stripped of all paint, corrosion and rust in accordance with Appendix A guidelines and standards. A determination shall be made by the rebuild facilities' staff on all subassemblies/assemblies to replace a worn or damaged component if the replacement cost is less than the recondition cost to the standards defined below.

a. Frame Assembly. The Contractor shall inspect and recondition the frame assembly and its components to the extent necessary to ensure frames are not missing parts, are not bent, broken or cracked are straight and free of corrosion and rust. The Rebuild Facility shall recondition or replace all worn or damaged brackets and mounts, all cracked or otherwise damaged crossmembers and any other damaged frame assembly components.

b. Axles and Suspension. The Contractor shall recondition axle assemblies and suspension systems. The replacement of all bearings, seals and gaskets is mandatory. All brake assemblies shall be inspected for damaged parts and replace as required, replace brake shoes & linings, turn drums (Using best commercial practices and tolerances) and replace all slack adjusters. The ABS system shall be inspected for proper operation, worn, damaged or missing parts and shall be replaced, repaired or reconditioned as necessary.

c. Engines. The engine assembly, subassemblies and all its accessories shall be disassembled, cleaned, and inspected using the TM 9 2320-363 and TM 9 2320-302 series manuals. All external and internal components shall be inspected and replaced as necessary. All seals, bearings, rings and gaskets shall be replaced. All injectors shall be reconditioned and tested for operation prior to reuse. The Contractor shall not recondition cracked engine blocks or heads. A crack is cause for disposal of the block or head. The Contractor may use serviceable parts from cracked blocks or head assemblies when reconditioning other engine assemblies. For the M915A2 /6A1 models you shall use DMWR 9-2815-363 (July 1992).

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

d. Transfer Case. (M916A1/A2 & M917A1) The Contractor shall recondition the transfer case and its components using TM 9-2320-363 and -302 series manuals. All gaskets, seals, and fasteners shall be replaced.

e. Transmission. The Contractor shall disassemble and recondition the automatic transmission and its components IAW DEP NMWRS 9-2520-597 (HT740 Transmission), NMWR 9-2520-598, (HD4560P Transmission) and NMWR 9-2520-589 (HT754CR Transmission). The transmission shall be tested on a transmission test stand to insure like new performance. The contractor may replace the current transmission with a remanufactured one that would meet all warranty requirements.

f. OEM Installed Engine Accessories. The Contractor shall recondition or replace the alternator (including the voltage regulator), starter, air compressor, and fan clutch. All parts shall be cleaned and thoroughly inspected. All worn or damaged parts shall be reconditioned or replaced. The components shall then be reconditioned to like new condition. All fan clutches shall be reconditioned and have new seal kits installed. For those trucks (M915A2, 6A1, 6A2 and M917A1s) that still have the DUVAC charging system the Rebuild Facility shall install MWO 2320-363-20 in its entirety. The MWO will be provided by TACOM upon request through Mr. Clifford Whitenburg at (586)-574-8848 or whitenbc@tacom.arm.mil

g. Truck Cab. The Contractor shall recondition the cab by stripping the cab of all lights, mirrors, instruments, wires and if damaged the upholstery, liners and other miscellaneous parts. All unneeded holes, brackets and instruments are to be removed or repaired. All severe dents and body damage shall be repaired in accordance with normal commercial practice. The cab shall then be primed with zinc rich primer and painted, inside and out. All glass in doors, back of cab and windshield must be free of cracks and breaks or new glass is to be installed. Door handles and latching mechanisms are to be repaired or replaced and new weather stripping and insulation installed. All new dash and dome lights shall be installed. Instruments shall be checked for proper operation and replaced as necessary. New instrument wiring harnesses shall be installed. All passenger restraints (seat belts) shall be inspected and reconditioned as necessary. Only three-point passenger restraints will be installed in accordance with Federal Vehicle Safety Standard FMVSS 209 and FMVSS 210

h. Cab Heater. The Contractor shall inspect, then replace and/or recondition the Cab Heater. The heat exchanger (core) shall also be replaced or reconditioned and pressure tested. Items shall be replaced if the cost to replace is less than the cost to recondition. The fan and motor shall be checked for proper operation, and if not operating properly, the fan and motor must be replaced. The fan and motor cannot be reconditioned.

i. Radiators. The Contractor shall recondition the radiator. The radiator core shall be replaced or cleaned and rodded in accordance with standard radiator repair procedures. The radiator shall be tested for leaks and repaired where required. After reconditioning is completed it shall be pressure tested to insure it is suitable for use.

j. Propeller Shafts. The Contractor shall recondition the propeller shafts. The propeller shaft shall be balanced. The universal joints and slip joint seal shall be replaced with no lube fittings if available. At a minimum these components shall be replaced with current TM identified parts. The propeller shaft shall then be repainted.

k. Hydraulic Pumps and Power Take-Offs (PTOs). For the M916A1/6A2 and M917s the Contractor shall recondition the PTO and all hydraulic pumps. All components shall be replaced if worn or damaged in accordance TM 9-2320-363 or the -302 series manual.

l. Steering. The Contractor shall recondition the steering column. Universal joints, seals and gaskets shall be replaced. Steering shafts and 90-degree gearbox shall be inspected and reconditioned or replaced as necessary.

m. Steering Gears. The Contractor shall replace the steering gear. A rebuilt steering gear is acceptable.

n. Drag Link and Tie Rods. The Contractor shall replace the Drag Link and Tie Rod assemblies. The drag links and tie rod ends removed in this process shall be treated as scrap.

o. Fuel Tanks, Air Tanks and Reservoirs. The Contractor shall recondition all fuel, air tanks and reservoirs. Paint, corrosion, and rust (internally and externally) shall be removed. Fuel, air tanks or reservoirs that are severely damaged, or have a dent across a weld, shall be replaced. The contractor shall install all new fittings on these tanks and reservoirs. Fuel caps shall be replaced. The hydraulic reservoir filler cap and sight gage (M916A1/6A2 and M917s) shall be replaced.

p. Wheels and Tires. The contractor shall recondition all wheel assemblies. The contractor shall replace all tires with new tires. The contractor shall dispose of all old tires. New o-ring valve stems and extensions shall be used.

M915A2 = 2610-01-045-3688

M915A3 = 2610-010486-5378

M916A1/6A2 = 2610-01-436-3334

M917A1 = (Rear & spare) 2610-01-436-3334

M917A1 = (Front) 2610-01-436-3332

q. Batteries. The Contractor shall replace all battery cables which are split, frayed, broken or have the insulative

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

cover missing. The contractor shall replace damaged, broken terminal lugs and clamps. The contractor shall inspect the battery compartment hold down straps and attaching hardware for corrosion and serviceability and shall replace the battery compartment, hold down straps and attaching hardware if missing or unserviceable. The contractor shall provide new batteries NSN: 6140-01-446-9498. The contractor shall remove any paint, corrosion or rust in accordance with paragraph III.A.4 and repaint the battery box using CARC paint on the outside and acid resistant paint on the inside. The contractor shall dispose of old batteries

r. M916A1/6A2 Winch. The contractor shall recondition the current winch. A new wire rope shall be installed.

s. M916A1/6A2 Winch Control Valve. The contractor shall recondition the Control Valve. New seals shall be installed. If the spool is worn or damaged the entire valve shall be replaced.

t. Lights. Lights on the vehicle shall be replaced including all bulbs and all headlights.

u. Other Components. Suspension components including springs and equalizer beams shall be reconditioned or replaced if unable to recondition. The contractor shall replace torque rods, shock absorbers and bushings in springs. The contractor shall replace all wiper blades. The contractor shall check the operation of the tire carrier davit and winch and recondition or replace as necessary. All new mud flaps shall be installed. The contractor shall replace the Ether Starting Aid. All hydraulic filter elements shall be replaced. The hydraulic relief valve shall be inspected and tested for proper operation. The valves shall be replaced if they fail. 100% of all hydraulic assemblies, and subassemblies shall have wipers, seals, gaskets and o-rings replaced. All Engineering Control Modules (ECMs) for the Transmission, Engine, ABS system and other such components shall be replaced with the appropriate equivalent (new or remanufactured acceptable) that is identified in the applicable vehicle TM.

v. Treadle valves and Brake Components. The brake treadle valve and trailer brake valve shall be inspected, tested, and reused or replaced as necessary. The air compressor shall be reconditioned. The air dryer shall be reconditioned. All other brake components including the parking brake valve, trailer supply slave, relay valves, brake chambers and brake shoes shall be replaced with new components.

w. Air Cleaner. The air cleaner housing, cover, and weather cap shall be reconditioned or replaced as necessary. The filter elements shall be replaced. The dust expulsion valve shall be replaced. The air cleaner shall be reassembled and painted.

x. Lubrication. All items, which require lubrication as specified in TM 9-2320-273-10/20 (M916, M917 or M9120) or TM 9-2320-283-10/20 (M915A1), shall be lubricated before shipment.

y. Assembly. The contractor shall reassemble the vehicle using new fasteners, air and all non-metallic hoses, and electrical harnesses. Fasteners not removed, as part of the reconditioning process will be inspected and replaced as required.

z. Final Paint. All painting shall be performed in accordance with Appendix A. TACOM will provide color and camouflage requirements as required.

aa. Rustproofing. Rustproofing procedures will meet or exceed those specified in TB 43-0212 and Appendix A.

ab. Basic Issue Items (BII) and Components of End Item (COEI). The current vehicle BII/COEI shall be inspected and replaced as required (missing or damaged items) in accordance with the current technical manual requirements.

ac. Integrated Logistics Support (ILS). The contractor is limited to using repair parts identified in the current Repair Parts and Special Tools List (RPSTL) or its equivalent as identified by the National Stock Numbers (NSN) for these items. Use of repair parts other than those identified in the RPSTL shall require a waiver or deviation authorization from TACOM.

ad. Kits. Any vehicles, which are received with supplemental kits added to the vehicle, will have these kits removed from the vehicle, prior to reconditioning. The contractor shall inspect these kits for usability and if determined to have useful life remaining, shall be shipped via GBL to a site or sites identified by the Government. The contractor shall dispose of the remaining kits in accordance with normal operating procedures. All kits held by the contractor shall be protected from the elements.

D. M915A2/5A3 and M916A1/6A2 Tractors

1. M915s and M916s Tractor Trucks. These Tractors shall be reconditioned as a whole including Winches (M916A1/6A2) and 5th Wheel Assemblies. The final reconditioned vehicle shall meet applicable requirements of this scope of work, provided TM standards, performance requirements, the Final Inspection Record (FIR) and those requirements delineated as follows.

2. 5th Wheel Assembly. All 5th Wheel Assembly and Sub-assemblies shall be reconditioned or replaced. The reconditioned 5th Wheel Assembly shall be equal to that of a new item of the same type. Any dents, sags, waves, and bulges of metal which effect the structural integrity or the function of any portion of the 5th Wheel assembly are not acceptable.

3. Air Lines and Air Hoses. The Air Lines and Air Hoses shall be replaced with new components meeting current technical manual (TM) specifications so that the performance shall be equal to that of a new item of the same type.

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

4. All BII and COEI mounting provisions shall be inspected and reconditioned as necessary.

D. M917A1 Dump Truck

1. Dump Body. The Contractor shall inspect and recondition the dump body and its components to the extent necessary to ensure frames are not missing parts, are not bent, broken or cracked, are straight and free of corrosion and/or rust. The contractor shall recondition or replace all worn or damaged brackets and mounts, all cracked, damaged crossmembers and any other damaged frame assembly component.

2. Hydraulic Cylinders. The Contractor shall inspect and recondition/replace all cylinders including hoses.

3. Central Tire Inflation System (CTIS) The Contractor shall inspect and recondition/replace the CTIS valves and replace all fittings, hoses as required. Items shall be replaced if the replacement cost is less than the cost to recondition.

D. Deviations, Waivers are not applicable.

E. Warranty. After completion of all work the vehicles shall be road tested and certification shall be provided to the Government that these trucks are rebuilt to requirements specified throughout this work effort. The contractor shall provide a bumper to bumper warranty which is effective for 12 months. The warranty shall be administered by the contractor with no deductible charge. The warranty provisions shall begin with the shipment of the vehicle to the customer. Warranty issues may be directed to the TACOM M915 Team at (586) 574-5162 or bailiek@tacom.army.mil.

F. Delivery Schedule. Establish a delivery schedule from arrival of vehicles thru the completion of reconditioning and final delivery location. This schedule shall be negotiated by TACOM , Customers (NGB ARL) and the Contractor.

IV. Government Furnished Property (GFP)

The following is a list of the GFP that will be provided for the contract resulting from Solicitation W56HZV-04-R-1034:

1. M915A2
2. M915A3
3. M915A4
4. M916A1
5. M916A2
6. M917A1
7. M917A2
8. MWO 2320-363-20

The above listed GFP will be cared for in accordance with Government Furnished Property clauses.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 15 of 37

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION		JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	EH4RS938EH 123207NB000 B14LUX123NMC	AA	1	21	42020000046D8030P12320725AB	S20113	4LUNRT W56HZV	\$ 365,150.00
0001AB	EH4RS938EH 123207NB000 B14LUX123NMC	AA	2	21	42020000046D8030P12320725AB	S20113	4LUNRT W56HZV	\$ 1,518,000.00
0001AC	EH4RS938EH 123207NB000 B14LUX123NMC	AA	2	21	42020000046D8030P12320725AB	S20113	4LUNRT W56HZV	\$ 316,120.00
0002AA	EH4RS939EH 123207NB000 B14LUX123NMC	AA	1	21	42020000046D8030P12320725AB	S20113	4LUNRT W56HZV	\$ 1,778,200.00
0003AA	EH4RS940EH 123207NB000 B14LUX123NMC	AA	1	21	42020000046D8030P12320725AB	S20113	4LUNRT W56HZV	\$ 2,089,300.00
							TOTAL	\$ 6,066,770.00

SERVICE NAME	TOTAL BY ACRN	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	OBLIGATED AMOUNT	
Army	AA	21	21	42020000046D8030P12320725AB	S20113	W56HZV	\$ 6,066,770.00	
							TOTAL	\$ 6,066,770.00

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
2	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
3	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
4	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
5	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
6	52.247-29	F.O.B. ORIGIN	JUN/1988
7	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
8	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
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
10	252.225-7013	DUTY-FREE ENTRY	JAN/2004
11	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
12	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
13	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2004

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

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

- X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I to 52.219-5.
 - (iii) Alternate II to 52.219-5.
- (5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
 - (ii) Alternate I (Oct 1995) of 52.219-6.
 - (iii) Alternate II of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
- X(7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- X(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
 - (ii) Alternate I of 52.219-9.
 - (iii) Alternate II of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I of 52.219-23.
- X(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside
- X(14) 52.222-3, Convict Labor (E.O. 11755)
- X(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126)
- X(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X(17) 52.222-26, Equal Opportunity (E.O. 11246)
- X(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.

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

Page 17 of 37

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

- 4212).
- ___(19) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ___(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ___(21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
___(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___(22) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ___(23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).
___(ii) Alternate I of (Jan 2004)52.225-3.
___(iii) Alternate II of (Jan 2004)52.225-3.
- ___(24) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___(25) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Dept. of the Treasury).
- ___(26) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___(27) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___(29) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X(30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___(31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___(32) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___(33) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___(34) (i) 52.247-64, Preference for Privately Owned U.S.--Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).
___(ii) Alternate I of 52.247-64.

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

- ___X(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___X(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___X(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)

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

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

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

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

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

Page 18 of 37

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

4212);

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

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

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

14 252.211-7003 ITEM IDENTIFICATION AND VALUATION

JAN/2004

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>.]

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: N/A

Item Description: N/A

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number/Contract Data Requirements List Item Number N/A_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTCl/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

15	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2004
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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

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

X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

X 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).

X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

X 252.225-7012 Preference for Certain Domestic Commodities.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 22 of 37
	PIIN/SIIN W56HZV-04-C-0801 MOD/AMD	
Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC		

- ___ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- ___ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).
- ___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
(___ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).
- ___ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ___ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(___ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ___ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).
- ___ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ___ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ___ 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).
- ___ X 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- ___ X 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(___ Alternate I)
(___ Alternate II)
(___ Alternate III)(10 U.S.C. 2631)
- ___ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

16	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 23 of 37**

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

17 52.242-4022 DELIVERY SCHEDULE MAY/2000
(TACOM)

(a) The following delivery schedule applies to this procurement:

(1) See the Government's proposed schedule in Section B. Start deliveries 90 days after the receipt of the vehicle to be RESET.

(2) You can accelerate delivery: at no additional cost to the Government

(3) Delivery is defined as follows:

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

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

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

18 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.

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

(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 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)

19

52.211-16

VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and

ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

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

Page 25 of 37

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

[End of Clause]

20

52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere

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

Page 26 of 37

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's 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.

(2) (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 necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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 Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's 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.

(4) 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]

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0801 MOD/AMD	Page 28 of 37
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Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

[End of Clause]

22 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(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."

[End of Clause]

23 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

24 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.

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

[End of Clause]

25 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
(TACOM)

JUN/1999

(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

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

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 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]

26 52.211-4016 CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES AUG/2003

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

27 52.211-4019 SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE APR/2000
(TACOM) I

(a) Definition.

Qualified Tire Part Numbers: means any tire part number that you, as the vehicle manufacturer, have qualified for possible inclusion on the vehicle at the time of government final acceptance of the vehicle.

(b) Except as provided in (c) below, you must identify and list on the following lines, a minimum of three qualified tire part numbers, their corresponding manufacturer and National Stock Number (if an NSN is available), to provide alternate sources of supply for future spare tire procurements for the vehicles deliverable under this contract. By identifying tires on the lines below, you represent that (1) such tires comply with all applicable requirements in the vehicle specification; and (2) when such tires are applied at any wheel position, they shall not cause any adverse vehicle handling effects, when combined with the other approved manufacturers' tires listed below. List on the first line the tire you expect to have on the vehicle at time of government final acceptance.

	MANUFACTURER	MFG PN	NSN	QPL Number
1.				
2.				
3.				
4.				
5.				

(c) In the event you cannot provide at least three (3) qualified sources of supply for tires, you must give reasons to the Procuring Contracting Officer (PCO) prior to contract award to explain why only two (2), or only one (1) source is available. Your rationale, as a minimum, shall include your methodology for qualifying/disqualifying alternate sources of supply for tires. Also, your rationale shall provide data to support any restrictions on mixing tires (e.g. a restriction that requires a single brand of tire to be used for all positions on a given axle).

(d) Indicate which of the above tires if any, are on one of the following Cooperative Approved Tire List (CATL) or Federal Specification Qualified Products Lists (QPL):

CATL 1922	Tires, Pneumatic, Vehicular (Highway)
QPL-ZZ-T-410	Tires, Pneumatic, Industrial
CATL 1923	Tires, Pneumatic, Low Speed, Off Highway
QPL-ZZ-T-1619	Tires, Pneumatic, Agricultural

If applicable, list, in the space above, the CATL or QPL number and the NSN for each tire. In the event one or more tires selected above does not have an assigned NSN, provide reasons to the PCO prior to contract award for the non-NSN tire selection over other NSN-assigned tires.

(e) After contract award, you must perform Component Qualification Testing on the tires listed in (b) above. Testing will determine the suitability of tires for use on equipment deliverable under this contract and will demonstrate that mixing different tire tread designs on a single vehicle will not degrade equipment performance below the requirements set forth in the system specification.

(1) Component Qualification Test. You shall conduct all necessary qualification testing and selection of test samples under Government surveillance at locations you designate. The test shall be conducted in accordance with the Government Component Qualification Test Plan (located in the purchase description or specification) and completed within 60 days prior to government acceptance of the first production vehicles offered under this contract. You shall submit Qualification Test Reports detailing all test

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
 (Name)

 (Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____
 (Name)

 (Address) (City) (County) (State) (Zip)

[End of Clause]

32 52.246-4032 WARRANTY OF SUPPLIES FOR NON-WEAPON SYSTEMS OCT/1996
 (TACOM)

(a) Definitions

Acceptance: is when we sign the DD Form 250 or SF 1449 for the end item

Acceptance Date: The date shown on the signed DD Form 250 or SF 1449. If the end items are placed in storage, the acceptance date is shown on the DD Form 1149 and/or DD Form 1348-1.

Supplies: The end item and all parts and accessories you furnish under this contract.

Defect: is any condition or characteristic in the supplies that is not in compliance with the requirements of the contract.

(b) Warranty

(1) Upon our acceptance of the end item(s), you warrant that the supplies are free from defects in design, material, and workmanship for a period of 12 months from the acceptance date. All parts, excluding tires and engine parts, are warranted to be free of defects for one year from date of acceptance by the Government, including labor. The warranty is backed by Freightliner Corporation and is valid at any Freightliner dealership. All engine parts are warranted for a period of one year from acceptance by the Government. The warranty is backed by Detroit Diesel Corporation or Cummins Engine Company (Cummins engines) and is valid at any Detroit Diesel or Cummins dealer or distributor. Warranty applies to normal commercial type operation and does not apply to extreme operating conditions, driver abuse, or the like.

(2) If a defect occurs during the warranty period that makes the end item(s) unsafe or impossible to operate, you agree to extend the warranty for each affected end item(s) by a period of time equal to the time beginning when we notify you that the end items are deadlined and ending when they have been corrected and made operable. Additionally, to the extent you or your suppliers provide to commercial customers a greater warranty for the end item(s) or any of its components, you further agree to provide such greater warranty to us. You also will furnish to TACOM (Attn: AMSTA-IM-MBP) a listing of the specific parts, components, or assemblies which carry a warranty greater than the warranty you are providing us, as well as the specific terms of each greater warranty. See paragraph (h)(6), below.

(3) Any supplies corrected under this contract also will carry the same warranty as if they had just been accepted by us, per paragraph (b)(1) above.

(c) Notification.

You will be notified in writing, following our discovery of a defect in the supplies. This will be your official notification of a warranty claim, and will initiate the time constraints for you to correct the defect(s). Our notification will include identification of the applicable item serial number(s), UIC of the units who own the defective item(s), operating hours on the item(s), part number of the defective part, and the circumstances surrounding the defect. At this time, you will further be informed whether we have elected (i) to correct the defect(s) ourselves, or (ii) to direct you to correct the defect(s).

(d) Remedies--New Replacement Supplies and Transportation Cost.

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

Page 34 of 37

PIIN/SIIN W56HZV-04-C-0801

MOD/AMD

Name of Offeror or Contractor: FREIGHTLINER OF SAVANNAH INC

(1) Government Correction:

(A) If we provide the replacement parts to correct the defects through our own supply channels, you will reimburse us the cost of these replacement parts. The reimbursement cost will be established based upon the amount in your current commercial dealer net price list or our Army Master Data File (AMDF) price, whichever is less.

(B) If we direct you to provide the replacement parts to correct the defects, you will furnish the replacement parts to us, at the repair location we designate, without cost to us. You will furnish these replacement parts to us within ten working days after you receive our written notification, except when we otherwise agree in writing on another timeframe.

(2) Contractor Correction:

When we direct you to correct the supplies, you will furnish all material required to correct the defective supplies, and will make repairs within ten working days after you receive our written notification. You will provide a copy of your work order to the Government unit(s) that own the defective item(s). Your work order will identify (i) the specific defect(s) to be corrected, (ii) the corrections that will be performed, (iii) all replacement parts required, (iv) the labor hours required to make the repairs, and (v) the serial numbers of the end items to be repaired.

(e) Remedies--Labor for Warranty Repairs.

(1) Government correction:

When we elect to correct the supplies ourselves, you will reimburse us for the cost of labor involved in the correction, to include the cost of the end item disassembly and reassembly. The cost of the labor involved will be computed at the rate of \$48.00 per hour multiplied by the number of labor hours listed for the necessary repairs, as listed in your flat rate time schedule manual or in our Maintenance Allocation Chart (MAC), whichever is less.

(2) Contractor correction:

(A) When we direct you to correct the supplies, you will have the option to (i) correct them in the field, or (ii) return them to your designated facility for correction. When you correct the supplies, the cost of labor involved in the correction will be covered by you. If you elect to correct defects at your facility, you will arrange all transportation of the supplies to your facility and back to the units that own them, and you will bear the associated costs.

(B) When we direct you to correct the defect(s), you will notify the warranty claimant (the unit that owns the items needing correction) before initiating the corrective action. This will be done within five working days of receiving our notice. Your notification will be oral and will indicate whether you elect to correct the defect(s) in the field (on site) or at your facility. Additionally, this notification will include the name and location of the repair facility, if your facility will be used, and in all cases will indicate the date(s) on which the repair work will be done, and the dealer or individual(s) who will perform the work. Should you fail to accomplish required warranty corrections within ten working days after notification of warranty claim, you agree to extend, at no additional cost to us, the terms of coverage of the warranty on these affected supplies for a time equal to the period beginning with our formal notification of claim until the date the supplies have been corrected.

(f) Reimbursement Procedure.

You must provide payment by the 15th day of each month for all warranty claims submitted by us for reimbursement which were received by you during the previous month. The payment shall be by check made payable to the Defense Accounting Office, DAOTACOM, and mailed to the U.S. Army Tank-automotive and Armaments Command, Attn: DFAS-IN/EM-BED, Warren, MI 48397-5000. The payment shall be accompanied by a statement which identifies, for each claim covered by the payment, the claim number, the Unit Identify Code (UIC) of each claim, the date of each claim, total dollars (broken out between parts and labor), and this contract number.

(g) Contractor Rights and Remedies

(1) You have the right to inspect any defective supplies, wherever located, within 30 days after notification of a warranty claim for the purpose of evaluating the cause of, or existence of the defect(s). If we do not receive your instructions within this 30 day period, we will dispose of the defective supplies. This right, however, does not relieve you of your responsibility to initiate the warranty replacement/repair action when we notify you of a warranty claim. In the event you determine the defective supplies are clearly non-warrantable (per paragraph (h)(4) of this clause) you will stop ongoing repair action and notify the owning unit.

(2) In the event that a previously accepted warranty claim action is determined to be invalid, you will be equitably reimbursed. Our failure to agree to such a reimbursement, or any circumstance where you disagree with our determination, will be considered a dispute, and processed per the disputes coverage in this contract (see paragraph (d) of FAR 52.212-4).

(h) General Warranty Matters

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 37 of 37****PIIN/SIIN** W56HZV-04-C-0801**MOD/AMD****Name of Offeror or Contractor:** FREIGHTLINER OF SAVANNAH INC

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIREMENTS LIST	20-AUG-2004	004	EMAIL