

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		▶	Rating DOA4		Page 1 Of 22				
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-04-D-0176		<b>3. Effective Date</b> 2004JUL21		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE							
<b>5. Issued By</b> TACOM WARREN AMSTA-AQ-ADBB DONALD ALEXANDER (586)574-5013 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  e-mail address: ALEXANDD@TACOM.ARMY.MIL		Code W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451  SCD C PAS NONE ADP PT HQ0339					Code S1403A			
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> CASE CORPORATION 700 STATE STREET RACINE, WI. 53404-3343  TYPE BUSINESS: Large Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE					<b>9. Discount For Prompt Payment</b> Net 30 Days		
Code 10988		Facility Code		<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b> ▶				Item 12			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		Code		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381					Code HQ0339		
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) ) <input type="checkbox"/> 41 U.S.C. 253(c) )				<b>14. Accounting And Appropriation Data</b>							
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Time-and-Materiels		<b>15C. Quantity</b>		<b>15D. Unit</b>		<b>15E. Unit Price</b>		<b>15F. Amount</b>	
Contract Expiration Date: 2006JUN30				<b>15G. Total Amount Of Contract</b> ▶				\$0.00			
<b>16. Table Of Contents</b>											
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)				
Part I - The Schedule				Part II - Contract Clauses							
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	18				
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X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	22				
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Contracting Officer Will Complete Item 17 Or 18 As Applicable											
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
<b>19A. Name And Title Of Signer (Type Or Print)</b>						<b>20A. Name Of Contracting Officer</b> DAVID EPSKAMP EPSKAMPD@TACOM.ARMY.MIL (586)574-4295					
<b>19B. Name of Contractor</b>			<b>19c. Date Signed</b>			<b>20B. United States Of America</b>			<b>20C. Date Signed</b> 2004JUL21		
By _____ (Signature of person authorized to sign)						By _____ /SIGNED/ (Signature of Contracting Officer)					

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**Name of Offeror or Contractor:** CASE CORPORATION

## SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
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(a) Contract Number W56HZV-04-D-0176 is awarded to Case Corporation. The Government accepts your proposal dated 25 May 2004 in response to Solicitation Number: W56HZV-04-D-0176, signed by Bill Thompson, Manager, Federal Sales, of your company.

(b) The contractor, in it's 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: N/A

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 Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-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 (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.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>

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<b>Name of Offeror or Contractor:</b> CASE CORPORATION		

[End of Clause]

A-3            52.204-4232            PUBLIC ACTIVITY INVOLVEMENT            DEC/2002  
(TACOM)

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see [www.gsie.army.mil](http://www.gsie.army.mil)

[End of Notice]

A-4            52.242-4021            NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL            JUL/1999  
(TACOM)            ADMINISTRATION

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

The Contractor's Subcontracting plan for Jan 01, 2004 through Dec 31, 2004 is hereby incorporated by reference.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor: CASE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>FIRST PROGRAM YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND PROGRAM YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD PROGRAM YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE PROGRAM YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY ORDER DATE DOES NOT DETERMINE THE PROGRAM YEAR.</p> <p>FOR EACH PROGRAM YEAR THE PRICE FOR THE FIRST YEAR APPLIES. PRICE SCENARIO'S AS FOLLOWS:</p> <p>INSP/ACCEPT: ORIGIN (CLINS 1001, 1002)</p> <p>INSP/ACCEPT: DESTINATION (CLINS 1003, 1004)</p> <p>FOB: DESTINATION (CLINS 1001, 1002, 1003)</p> <p>(End of narrative A001)</p>				
1001	<p>NSN: 3805-01-150-4814                      FSCM: 10988                      PART NR: MW24C                      SECURITY CLASS: Unclassified</p>				
1001AA	<p><u>CORE EFFORT</u></p> <p>NOUN: SCOOP LOADER</p> <p>Firm Fixed Price Core Effort per Section C Paragraph C.3 and Appendix A Mandatory Replacement Parts List. All components not designated for replacement shall</p>		EA	\$ 2,211.71000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>be inspected and/or repaired per Section C Paragraph C.3.7.</p> <p>The CORE price per vehicle is \$2,211.71 for vehicles RESET at Ft McCoy. For those vehicles RESET the CASE Dealer at LaCrosse, WI is \$2,641.12.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      APPENDIX A                      PROCUREMENT DOCUMENTATION LOCATION:                      ADDENDA: 01</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      STD COMMERCIAL                      UNIT PACK: 1 INTERMEDIATE PACK: 1                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	NSN: 3805-01-150-4814 FSCM: 10988 PART NR: MW24C SECURITY CLASS: Unclassified				
1002AA	<p><u>ADDITIONAL WORK EFFORT (AWE)</u></p> <p>NOUN: SCOOP LOADER</p> <p>Repair and Overhaul actions beyond the core effort. Time and Materials effort to perform up to the maximum amount established in the contract per section H Clause H-13. Performance to be done at the same time as the core effort.</p> <p>Contractor's Labor rate @ \$65.00 per hour</p> <p>The AWE price per vehicle is \$28,700.00</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      STD COMMERCIAL                      UNIT PACK: 1 INTERMEDIATE PACK: 1                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>		EA	\$ 28,700.00000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<p><u>REPORTS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish a monthly status, CAR/AWE Report, Progress Report and Scientific &amp; Technical report Per Section C.</p> <p>(End of narrative A001)</p>		NSP	NSP	
1004	<p>SECURITY CLASS: Unclassified</p>				
1004AA	<p><u>REQUISITION OF VEHICLES</u></p> <p>NOUN: SCOOP LOADER</p> <p>Contractor shall Pickup/deliver the vehicles to its user facility after completion of RESET Inspection and Acceptance. See Clause in Section G 52.247-4000 Payment of Loading Charges.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		

**Name of Offeror or Contractor:** CASE CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

RESET of the US Army's Fleet of J.I. Case Model MW24C 2 1/2 Cubic Yard Wheeled Loaders

C.1 The following scope of work pertains to Army Material Command's (AMC's) RESET (inspection, maintenance and repair as necessary) program for the Army's fleet of J.I. Case 2 1/2 Cubic Yard Wheeled Loaders. Included are two portions of work effort, as reflected in CLINs 1001AA and 1002AA of Section B, that consist of firm fixed-priced effort, and a Time and Material Effort, respectively. The requirements for these discreet portions of the work are set forth in paragraphs C.3 and C.4., below.

C.1.1 Loaders to be processed through this portion of the Army's RESET program includes the following model:

- J.I. Case Model MW24C Articulated Frame Steer 2 1/2 Cubic Yard Scoop Loader, NSN 3805-01-150-4814

C.1.2 Requirements and procedures of following documents are applicable to both the core and Additional Work Effort (AWE) portions of this scope of work:

C.1.2.1 The Army Technical Manuals (TMs) below, located on CD ROM:

- LO 5-3805-262-12 - Lubrication Order
- TM 5-3805-262-10 - Operators Manual
- TM 5-3805-262-20 - Organizational Maintenance
- TM 5-3805-262-24P - Repair Parts and Special Tools List
- TM 5-3805-262-34 - Direct and General Support Maintenance
- MWO 5-3805-262-25-1 - Modification Work Order for Alcohol Evaporator Kit Installation

C.1.2.2 TACOM's Delayed Desert Damage Special Maintenance Procedures for Tactical, Combat, and Special Purpose Equipment, TB 43-0221-2, applicable Sections are:

- Section I, General TACOM Equipment
- Section IV, Special Purpose Vehicles
- Appendix A, References
- Appendix B, Equipment/Materials/Parts

C.1.2.3 The Mandatory Repair Parts List (MRPL), located at Attachment 001, specifying all parts and lubricants that must be replaced as part of the core effort under the contract.

C.1.3 It is understood by the contractor that, although no order of precedence is established in this instrument for the documents enumerated in C.1.2 above, all vehicles, upon redelivery, must be fully mission capable. Fully mission capable is defined as meeting all standards and requirements of the vehicle's Army TM listed in C.1.2.1 and TB 43-0221-2 identified in C.1.2.2.

C.2 RESET PROCESS

C.2.1 The Government will identify vehicles to be inducted into the RESET program by issuing one or more delivery orders. The vehicles will be provided the contractor on an as is basis; some may not be capable of being driven. The Government will inform the contractor of any vehicles that are inoperable within 10 days of the date an order is issued.

C.2.2 Within 15 days of receiving a delivery order, the contractor shall contact the Government in order to fix the exact time of vehicle pick up. In no event shall the contractor pick up vehicles at designated Government sites later than 30 days after receipt of order, unless the parties agree otherwise. The contractor shall make all arrangements related to loading and transporting vehicles,

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including vehicle operation and any disassembly that may be required.

C.2.3 The contractor may perform its work at the designated dealers unless otherwise mutually agreed. A designated dealer facility within 200 miles of point of delivery and return should be used where possible.

C.2.4 The delivery schedule for completion of work shall be specified in individual delivery orders, and shall be based on the number of vehicles ordered for service per delivery order. The contractor shall have 15 days from the date of taking delivery of any given vehicle to submit a request for authorization to perform additional work pursuant to provision C.4.1, should the contractor recommend such work that will exceed the estimated price at CLIN 1002AA. In any event, the contractor shall redeliver the vehicle to the designated unit within 60 days of taking delivery thereof, or within 60 days of receiving authorization from the Government to perform additional work, whichever is later.

FIRM FIXED-PRICE EFFORT

C.3 CORE WORK (CLIN 1001AA)

C.3.1 The core effort of work hereunder shall consist of all preventive maintenance checks and services prescribed by documents identified in C.1.2.1 thru C.1.2.3, and contractor responsibilities specified at provision C.2 above, except for actual AWE effort performed in accordance with provision C.4 below.

C.3.2 Upon receipt of the vehicle by the contractor, each vehicle shall be identified by serial number.

C.3.3 Inspections. The contractor shall examine each vehicle using its best available diagnostic, inspection, and testing techniques to conduct the analyses and inspections set forth in documents identified in C.1.2.1. Each vehicle shall be thoroughly inspected for work that will be required to return that vehicle to its original configuration, in accordance with the documents for that vehicle type, as identified in C.1.2.1. All vehicles and assemblies will be disassembled to the extent necessary to determine that components meet the requirements specified in this scope of work.

C.3.4 Mandatory Replacement Parts and Oil Sampling. All components and parts shall be replaced in accordance with the MRPL at Attachment 001. Only grease, oil, and antifreeze complying with the contractor's commercial manuals or practices, as well as applicable military manuals, may be used. Under no circumstances shall the contractor reuse drained fluids or lubricants. The contractor shall perform oil sampling for the engine, transmission, and main hydraulic system of each vehicle to determine whether additional work effort in accordance with provision C.4 will be required to rectify imminent failures for any infiltrated parts or components.

C.3.5 CARC Paint. For each RESET vehicle, the contractor shall apply the CARC paint system (i.e. clean, pretreat, prime and topcoat) in accordance with MIL-DTL-53072C. Areas NOT to be CARC painted include: surfaces that reach a temperature of 400 degrees F, materials that flex during service such as rubber hoses, and those where paint would interfere with the function of a part or component; such surfaces shall be masked or protected during treatment and painting. A pretreatment is required only for bare metal surfaces. The performance (I-R signature control) of the CARC system requires CARC primer to be used in conjunction with the CARC topcoat. For whole vehicle repaints, use water dispersible CARC, i.e. MIL-DTL-64159 Type II topcoat and a water dispersible CARC primer, e.g. MIL-P-53030; for touch-up or small areas use single component solvent borne CARC. Colors to be used shall be specified in each delivery order.

C.3.6 Stamping. Each RESET vehicles Government Data Plate shall be stamped DD (desert damage), along with the date RESET was completed for that vehicle.

C.3.7 Final Inspection. Upon redelivery of vehicles serviced under the contract, the contractor shall certify that the refurbished vehicles conform to all applicable standards and requirements in accordance with the documents identified in C.1.2. This certification shall be submitted to the Defense Contract Management Area Office and to TACOM. The regional DCMA-QAR office will execute the DD250.

C.3.8 Nonrepairable vehicles. The contractor shall not proceed with performance on a given vehicle if inspection reveals that the frame is cracked or bent to such a degree that it must be replaced. In this event, the contractor shall notify the PCO immediately, and the PCO will make a determination whether to proceed with refurbishment of that vehicle. The contracting officer may amend the delivery order, striking that vehicle serial number from the list, and deobligating the funds associated with refurbishment of the vehicle beyond the contractor's transportation, disassembly/reassembly, inspection and cleaning costs incurred for that vehicle. At its option, the Government may substitute another vehicle from its fleet in place of the nonrepairable vehicle. Disposition instructions will be provided for any vehicle removed from the RESET program.

C.3.9 Condition Assessment Reports. The contractor shall prepare condition assessment reports (CAR) and additional work effort (AWE) reports for each vehicle it inspects in accordance with CDRL A001. The contractor shall submit AWE reports regardless of the level of work it recommends, and without regard to whether work will exceed the estimated cost set forth in CLIN 1002AA. Each report shall contain, at a minimum:

C.3.9.1 (CAR and AWE) All identifying vehicle information in accordance with commercial practices, including end item serial numbers and system nomenclatures, and a condition summary of each vehicle which lists the repairs necessary, as well as the likely cause of the failure (such as wear and tear, improper lubrication, improper training, etc.).

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C.3.9.2 (CAR only) A general description of the vehicle's condition and appearance; engine hours and the mileage or hour meter reading; and, the serial number and condition of the engine to include the condition of the engine's components.

C.3.9.3 (AWE only) A list of repairs which are needed for each vehicle, including part numbers and descriptions. The contractor shall include the estimated cost of material, labor, and any overhead and markups to perform the necessary work. The contractor shall price the total effort. The contractor shall segregate the additional recommended repairs by segment area of machine as the example shown below:

- Engine
- Starting, Charging & Fueling System
- Radiator/Cooling Systems
- Torque Converter
- Transmission
- Transfer Case
- Steering
- Brakes
- Axles & Tires
- Final Drive
- Hydraulic System
- Vehicle Frame & Guards
- Operator's Compartment
- ROPS
- Electrical System
- Fuel
- Miscellaneous
- Transportation
- Total

C.3.10 Status Reports. The contractor shall furnish a monthly status report to the Government showing the work in progress and a summary of work completed. The report shall include delivery order numbers; vehicle serial numbers; vehicle attachments (if any); military locations; dealers performing the work; labor rates; actual pick up dates; AWE approved amounts and dates of approval; dates inspector notified; actual completion dates; inspection completion dates; vehicle return dates; core invoice amounts; core invoice dates; AWE invoice amounts; AWE invoice dates; and, invoice totals. The contractor shall provide the report in accordance with CDRL A002.

C.3.11 Retention and Disposal of Parts. For a period of 30 days after redelivery to the Government of vehicles under the contract, the contractor shall keep on hand all parts removed from serviced vehicles. During that time, the contractor shall permit the Government, upon its request, to examine or take possession of any such parts. After that period, the contractor shall dispose of any remaining parts in accordance with all applicable federal, state, and local laws and regulations.

C.3.12 Warranty. The contractor will offer its standard commercial work guarantee on parts and labor for work performed as a part of this RESET effort.

C.3.13 Project Management. The contractor shall establish and maintain management of this program and performance of the work called for hereunder. These responsibilities include all activities needed to plan, direct, and control the program, such that the objectives and requirements of this statement of work are accomplished.

C.3.14 Integrated Process Team. A joint contractor/Government Integrated Process Team (IPT) shall be established to serve as the primary management vehicle for monitoring the status of the vehicles under this contract. All functional areas shall be included on the IPT, with sub-IPTs as may be appropriate. The overall management IPT shall serve to coordinate and monitor schedule and performance, and to direct sub-IPTs. The management IPT shall ensure compliance with all regulatory and contractual requirements, but no changes to the contract are authorized without the written approval of the contracting officer. The IPT will meet initially 30 days after award of the first delivery order, and from that time onward as mutually agreed by the parties.

C.3.15 Start-of-Work Meeting. The contractor shall host a start-of-work meeting within 30 days of the first delivery order issued hereunder, at a facility to be specified in the order. The contractor shall invite, at a minimum, the contracting officer, contract specialist, and administrative contracting officer. The contractor shall give these individuals at least 14 days notice, preferably by email, of the time, date, and location of the start-of-work meeting.

TIME AND MATERIAL EFFORT -

C.4 ADDITIONAL WORK EFFORT (AWE) (CLIN 1002AA)

C.4.1 In recognition of the fact that all repairs necessary to repair and rework vehicles as required under this contract cannot be determined prior to delivery of vehicles to the contractor, CLIN 1002AA has been established to allow for work beyond what is specified in provision C.3 hereunder, but what is required to bring vehicles up to standards and requirements with documents set forth at



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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

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]

E-3	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	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.

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

[End of Clause]

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## SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.247-4000 (TACOM)	PAYMENT OF LOADING CHARGES	FEB/1995

(a) Some of the items listed in this contract contain obligated funds to cover maximum Transportaton and loading charges which may be incurred against contract shipment.

(b) When the contractor's invoice is accompanied by a Commercial Bill of Lading (CBL) verifying one of the following modes of shipment, the following payments for loading charges are authorized:

<u>CLIN</u>	<u>MODE OF SHIPMENT</u>	<u>AUTHORIZED PAYMENT PER UNIT FOR LOADING CHARGES</u>
(1004AA)	(Truck)	(See Attachment 002 for Zone Freight Rates)

(c) After all contract deliveries are completed, the ACO shall issue a unilateral contract modification to adjust the contract to reflect actual loading charges incurred, and to deobligate unused loading charge amounts.

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-6	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-7	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued through July 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-8	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 20.

(2) Any order for a combination of items in excess of 20.

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-9	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after May 2007.

[End of Clause]

H-10            52.204-4005            REQUIRED USE OF ELECTRONIC CONTRACTING            JUN/2004

H-11            52.245-4000            ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS            MAY/2001  
(TACOM)

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)tacom.army.mil

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-12            52.246-4026            LOCAL ADDRESSES FOR DD FORM 250            JAN/2002  
(TACOM)

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

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

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

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

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

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-D-0176 <b>MOD/AMD</b>	<b>Page 17 of 22</b>
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[End of Clause]

H-13      ESTIMATED COST AND APPROVAL - CONTRACTOR REQUIRED APPROVAL AUTHORITY

As set fourth in CLIN 1002AA of Section B, the contractor is authorized to perform additional work effort (AWE) at an estimated cost of \$28,700.00, inclusive of fee, for each of the vehicles included in this RESET program. Accordingly, for any work beyond that amount, the contractor must submit for approval of the same to the PCO. The PCO shall determine if the AWE is reasomable and acceptable and shall either approve or disapprove the request within 10 working days of receiving a request from the the contractor. Contractor performance of any AWE over the threshold amount in CLIN 1002AA without approval of the PCO shall be at the contractor's expense.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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## SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-13	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-14	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-15	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-16	52.222-3	CONVICT LABOR	JUN/2003
I-17	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-18	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-27	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-28	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-17	INTEREST	JUN/1996
I-35	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-36	52.232-25	PROMPT PAYMENT	OCT/2003
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-41	52.242-13	BANKRUPTCY	JUL/1995
I-42	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-48	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	
I-50	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-51	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-52	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-53	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-54	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-55	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-56	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-57	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-58	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-59	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-60	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-61	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-62	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-63	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

## (A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for

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market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with \*.xls, \*.wbl, or \*.wk3 the preferred formats.

[End of Clause]

I-64

52.219-10

INCENTIVE SUBCONTRACTING PROGRAM

OCT/2001

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive 1 percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are not subject to the DISPUTES clause. Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

[End of Clause]

I-65

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

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

[End of Clause]

I-66

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--

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"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]

I-67            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

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

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

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

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

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

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	STATUS AND MGMT REPORT	26-MAY-2004	001	
Exhibit B	SCIENTIFIC AND TECH REPORT	26-MAY-2004	001	
Attachment 001	APPENDIX A	30-APR-2004	001	
Attachment 002	ZONE FREIGHT RATES	26-MAY-2004	004	

Appendix - A Attachment 001  
 Mandatory Repair Parts List - MW24C Loader

MW24C

<u>PART NO.</u>	<u>PART DESCRIPTION</u>	<u>QTY</u>
As stated in	Filter/Element, Air, Primary	1
TM, or	Filter/Element, Air, Secondary	1
commercial	Filter/Element, Engine Oil	1
equivalent	Filter, Fuel	2
	Filter, Transmission	1
	Filter, Hydraulic	1

LUBRICANTS AND FLUIDS

Replaced to specified capacities\* for the following systems/components.  
 Fluids/Lubricant types as specified in TM or acceptable commercial equivalent.

\* Quantities are approximate, in U.S. gallons unless otherwise stated

<u>SYSTEM OR COMPONENT</u>	<u>CAPACITY*</u>
Cooling System	Antifreeze solution sufficient to provide adequate protection in accordance with (IAW) TM specifications
Engine Crankcase and System	5
Front Drive Axle Differential	6
Front Axle Planetary Ends (2 each)	2
Hydraulic System	29
Rear Drive Axle Differential	5
Rear Axle Planetary Ends (2 each)	2
Torque Converter and Transmission	9