

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 22					
2. Contract No. W56HZV-05-C-0016		3. Award/Effective Date 2004OCT15		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date			
7. For Solicitation Information Call:		A. Name MEGAN PIAR			B. Telephone Number (No Collect Calls) (586)574-8293		8. Offer Due Date/Local Time				
9. Issued By TACOM WARREN AMSTA-AQ-ATAD WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: PIARM@TACOM.ARMY.MIL				Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336211 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA4		12. Discount Terms	
15. Deliver To SEE SCHEDULE				Code		16. Administered By DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040				Code S4404A	
Telephone No.				17. Contractor/Offeror Code 3WXD8 Facility		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381				Code HQ0339	
MTP DRIVETRAIN SERVICES, LLC 205 MCDONALD DRIVE PO BOX 610 MANY, LA. 71449-3823				Telephone No. (318)256-9969		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer											
19. Item No.		20. Schedule Of Supplies/Services				21. Quantity	22. Unit	23. Unit Price		24. Amount	
		SEE SCHEDULE									
(Use Reverse and/or Attach Additional Sheets As Necessary)											
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC9D 6D 26KB S20113 W56HZV							26. Total Award Amount (For Govt. Use Only) \$202,300.00				
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.						<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. W56HZV04R0945 Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE					
30a. Signature Of Offeror/Contractor						31a. United States Of America (Signature Of Contracting Officer)					
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed			31b. Name Of Contracting Officer (Type Or Print) MICHEAL D. MCHUGH /SIGNED/ MCHUGHM@TACOM.ARMY.MIL (586)574-6506			31c. Date Signed		

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
--	-----------	---

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
--	--------------------	---------------------------------	--	------------------

38. S/R Account Number	39. S/R Voucher Number	40. Paid By
------------------------	------------------------	-------------

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 PIIN/SIIN W56HZV-05-C-0016 MOD/AMD	Page 2 of 22
---------------------------	--	----------------------------

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
1 020b06040202020204	52.204-4850 (TACOM) ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number W56HZV-05-C-0016 is awarded to MTP DRIVETRAIN SERVICES LLC. The Government accepts your proposal dated 8/26/04 in response to Solicitation Number: W56HZV-04-R-0945, signed by RICK RODGERS, OPERATIONS MANAGER 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:

MTP DRIVETRAIN SERVICES LLC
205 MCDONALD DR.
MANY, LA 71449

Shipping Characteristics:

- (i) Type of "Outer" container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (Specify) _____
- (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) _____;
- (iii) Size of outer container: 34 inches (Length), x 48 inches (Width), x 34 inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container 1 Each;
- (v) Gross weight of outer container and contents 475 LBS
- (vi) Palletized/skidded Yes _____ No;
- (vii) Number of outer containers per pallet/skid 4 _____;
- (viii) Weight of empty pallet bottom/skid and sides 40 LBS;

Others:

Per Rick Rodgers of MTP, the items furnished under this contract are new, unused surplus, and the following has been done to ensure the quality of the items:

The transfer cases will have all cure date items changed IAW the technical manual Tm 2320-273-34 Chapter 8 and the Oshkosh field service manual . Transfers are sand blasted and inspected for any internal corrosion and treated for anti-corrosion. New bearings and races and gears are installed to meet military standard. The transfer after rebuilding is painted IAW said contract and repackaged IAW said contract. New wooden container is prepared IAW said contract clause and the MIL Standard that applies. Transfer have been stored inside non-climate control; transfer were protected upon receipt with a Cosmo lean spray to insure no corrosion or rust would accumulate.

TACOM Engineering approved the new surplus on October 5, 2004.

(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.

MTP Drivetrain Services LLC two-year commercial warranty for remanufactured parts is included in this contract as attachment 001.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 22
	PIIN/SIIN W56HZV-05-C-0016 MOD/AMD	

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

(d) The following Amendment(s) to the solicitation are incorporated into this contract: 0001

[End of Clause]

2 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING SEP/2004
(TACOM)

(a) All TACOM solicitations and awards are 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.

(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. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(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
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. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Clause]

1. The purpose of this amendment 0001, is to correct the wording of clause "Delivery Schedule" 52.242-4022, found on page 12 of 38 of the basic solicitation. The clause is changed to read "Start deliveries 120 days after the date of award,..."

2. The closing date for this solicitation is not extended.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-05-C-0016 MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 2520-01-073-0056 FSCM: 34623 PART NR: MA318-20001 SECURITY CLASS: Unclassified																																																																						
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TRANSFER TRANSMISSI PRON: EH492884EH PRON AMD: 01 ACRN: AA AMS CD: 060011</p> <p>This procurement is restricted to AM General Corp (Cage 34623) part number MA318-20001 or Oshkosh Truck Corp (Cage 45152) part number 118008RU</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</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> <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> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV40850539</td> <td>W25G1U</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>23</td> <td>0060</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>22</td> <td>0120</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></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> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W56HZV40850540</td> <td>W62G2T</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>23</td> <td>0150</td> <td></td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV40850539	W25G1U	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	23	0060				002	22	0120				DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W56HZV40850540	W62G2T	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	23	0150				68	EA	\$ 2,975.00000	\$ 202,300.00
DOC	SUPPL																																																																						
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																																		
001	W56HZV40850539	W25G1U	J		2																																																																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																																																					
001	23	0060																																																																					
002	22	0120																																																																					
DOC	SUPPL																																																																						
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																																		
002	W56HZV40850540	W62G2T	J		2																																																																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																																																					
001	23	0150																																																																					

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-05-C-0016 MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000</p>				

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FSCM: 34623 PART NR: MA318-20001 SECURITY CLASS: Unclassified				
0002AA	<p><u>UNEXERCISED OPTION QUANTITY</u></p> <p>NOUN: TRANSFER TRANSMISSI</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p>This procurement is restricted to AM General Corp (Cage 34623) part number MA318-20001 or Oshkosh Truck Corp (Cage 45152) part number 118008RU</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 68 UNDEFINITIZED</p>	68	EA	\$ 2,975.00000	\$ 202,300.00

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-05-C-0016 MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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>				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 22

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>	
0001AA	EH492884EH 060011	AA	2	97 X4930AC9D 6D	26KB S20113	W56HZV \$	202,300.00	
TOTAL							\$	202,300.00

<u>SERVICE NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Army	AA	97 X4930AC9D 6D	26KB S20113	W56HZV \$ 202,300.00
TOTAL				\$ 202,300.00

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

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	52.247-1	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
5	52.247-29	F.O.B. ORIGIN	JUN/1988
6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
7	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
8	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
9	252.225-7013	DUTY-FREE ENTRY	JAN/2004
10	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
11	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
12	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:

- (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.
- (7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (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.
- (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).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside
- (14) 52.222-3, Convict Labor (E.O. 11755)
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126)
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (17) 52.222-26, Equal Opportunity (E.O. 11246)
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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

Page 10 of 22

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (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:

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (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.).

___ (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. 4212);

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

Page 11 of 22

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

(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)

13 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(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.

 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416). 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). 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7012 Preference for Certain Domestic Commodities. 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). 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 22
	PIIN/SIIN W56HZV-05-C-0016 MOD/AMD	

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

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)

14 52.211-4515 PACKAGING REQUIREMENT (SPECIAL PACKAGING INSTRUCTIONS) MAR/2004
 (TACOM)

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK10730056

- (a) REVISION As listed on TDPL
- (b) DATE OF REVISION As listed on TDPL

(b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(c) Marking:

(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3.

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

Page 13 of 22

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: <http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm> This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<<http://milpac.com/>>) and Easysoft Corporation (<<http://easysoftcorp.com/>>). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(d) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials(As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(f) SUPPLEMENTAL INSTRUCTIONS: None

[End of Clause]

15 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY
(TACOM)

APR/1997

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 68 units. The unit price for such option quantity shall be as set forth in CLIN 002AA. This option may be exercised by the Government at any time, but in any event not later than 180 days after Award. In addition, such option may be exercised in increments, subject to the

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

16	52.246-4000 (TACOM)	INSPECTION/ACCEPTANCE CRITERIA AND MARKING REQUIREMENTS FOR OTHER THAN NEW MATERIAL	APR/2000
----	------------------------	--	----------

(a) This clause applies only when recovered, reconditioned, remanufactured material or residual inventory is being offered for sale to the Government.

(b) Marking requirements. In addition to the packaging and marking requirements specified elsewhere in the contract, the supplier shall tag the following information on each item:

- (1) The supplier's name, address, city and state.
- (2) The supplier's Federal Supply Code for Manufacturers (FSCM).
- (3) This contract or purchase order number.
- (4) The National Stock Number (NSN) and nomenclature.
- (5) The category the item falls into, either:

(i) "Recovered Material" means waste materials and by-products that have been recovered or diverted from solid waste including postconsumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(ii) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(iii) "Remanufactured" means factory rebuilt to original specifications.

(iv) "Residual Inventory" means inventory from a transferred or terminated Government or Commercial contract.

(v) "New, Unused United States Government Surplus Property" means material that was produced under a United States Government contract and sold through the Defense Property Disposal Service (DPDS) as new surplus property.

(c) Other than new material shall not be offered to the Government for inspection, acceptance or tests if it requires any work beyond that specified in paragraphs (d)(2)(i) through (d)(2)(v) and paragraph (f) of this clause in order to conform to the TDP, unless performance of such work is approved in advance in writing by the PCO.

(d) Inspection requirements.

(1) The Contractor shall conduct the tests described in paragraph (f) of this clause on all the items selected by the Government Quality Assurance Representative (QAR), in accordance with the procedures established in paragraph (e) below.

(2) The Contractor shall perform sufficient examinations and tests on the material to ensure that the item(s) will comply with fit, form and functional characteristics. At a minimum, the contractor shall perform 100% inspection on all the items, to ensure:

(i) Completeness of assembly.

(ii) Freedom from rust, contamination or deterioration.

(iii) Proper identification.

(iv) Freedom from any obvious or suspected damage which may render the item or equipment unfit for issue, shipment or continued storage.

(v) The material meets the latest requirements of the TDPL listed in this solicitation/contract.

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

(3) The Contractor shall prepare a CERTIFICATE OF CONFORMING MATERIAL to certify that supplies comply with the requirements of paragraph (d)(2)(i) through (d)(2)(v) and paragraph (f) of this clause. At the time of inspection/acceptance, one copy of the Certificate shall be provided to the QAR and a copy shall also be attached to each copy of the DD Form 250. The certificate(s) may be for the entire or partial quantities, and shall be executed and furnished by the Contractor or by subcontractors (provided subcontractors' certificates are countersigned by a responsible official of the Contractor). Certificates of conforming material shall include the information below:

- (i) This contract or purchase order number (i.e. DAAE07-); W56HZV-05-C-0016
 - (ii) The complete nomenclature of supplies, together with lot numbers or other identification, and the quantity in each lot or shipment;
 - (iii) An inspection report of the results of the inspection and any tests performed, including the name of the company conducting the inspection and the date thereof;
 - (iv) The following certification, with the signature and title of the certifying official: The undersigned, individually and as the authorized representative of the Contractor, warrants and represents that:
 - (A) All of the information supplied above is true and accurate.
 - (B) The material covered by this certificate conforms to all contract requirements (including, but not limited to, the drawing and specifications).
 - (C) The analysis appearing herein is a true and accurate analysis, and
 - (D) This certificate is made with knowledge that the information within this certification may be used as a basis for contract payment.
 - (v) Where supplies, which were accepted on the basis of a COC, are found not to conform to all contractual requirements, the Contractor agrees, if notice of the nonconformance is received from the Government within a reasonable time after discovery, to replace or correct supplies, at the Government's option, at no additional cost to the Government.
- (e) Inspection/acceptance procedures.

(1) The Contractor shall notify the Administrative Contracting Officer (ACO) at least 20 days before the conduct of the inspections and tests prescribed in paragraph (f), so that the Government representatives will be present to witness such tests.

(2) At the time of Government inspection, the Contractor shall cooperate with the Government Quality Assurance Representative (QAR) in the following inspection procedures:

- (i) The entire quantity called for under this contract must be available at the place specified in the contract for inspection. The QAR will make his sample selection from the entire quantity, selecting at his discretion items for inspection.
- (ii) The Contractor shall perform the tests described in paragraph (f) of this clause in the presence of the QAR, unless a waiver has been received in writing from the PCO.
- (iii) The Government QAR will visually verify that the remaining material is in accordance with paragraph (d)(2)(i) through (d)(2)(v) above and review the Certificate of Conforming Material prepared per paragraph (d)(3) of this clause.
- (iv) Any defective material found during inspection will be rejected by the QAR, who will notify the ACO and PCO of the rejection and the reasons thereof. Defective material will be isolated from the contract amount and the balance of the contract quantity shall be inspected for the defect.
- (v) The QAR will also verify Contractor's records such as: year material was purchased, the agency from whom the material was purchased, and sale number. If there is any discrepancy between the Contractor records and the Contractor representation in its bid or proposal prior to award, the PCO will be notified of the discrepancy.

(3) If the supplies furnished under this contract are found not to conform to the contract requirements, the Government may, upon notice furnished within a reasonable time after discovery of such nonconformity, reject the supplies and require replacement thereof. The Contractor has the right to request that a reinspection or retest be performed at the Contractor's expense.

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

Page 17 of 22

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

(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 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

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

Page 18 of 22

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

(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 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.

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

(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]

20 252.204-7004 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."

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

"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]

21 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://aaais.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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 21 of 22
	PIIN/SIIN W56HZV-05-C-0016 MOD/AMD	

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

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]

22 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/Offer/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]

23 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE APR/2000
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 22 of 22

PIIN/SIIN W56HZV-05-C-0016

MOD/AMD

Name of Offeror or Contractor: MTP DRIVETRAIN SERVICES, LLC

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	MTP WARRANTY	14-OCT-2004		DATA

MTP Drivetrain Services LLC
205 McDonald Drive
Many, La. 71449

PLEASE READ THIS DOCUMENT CAREFULLY!
IT CONTAINS IMPORTANT INFORMATION
ABOUT YOUR.

LIMITED WARRANTY &
STANDARD TERMS AND CONDITIONS AGREEMENT

NOTE TO THE CLIENT

THIS AGREEMENT CONTAINS THE WARRANTY AND TERMS AND CONDITIONS THAT APPLY TO YOUR PURCHASE OF MILITARY TRUCK PARTS INC. PRODUCTS AND SERVICES PROVIDED OTHERWISE (THE "PRODUCT") AND SERVICES FROM MTP OR ONE OF ITS AUTHORIZED RESELLERS ("RESELLER"). THE TERM PRODUCT CONSISTS OF SERVICES/REPAIR PARTS DESCRIBED IN YOUR PURCHASE RECEIPT OR INVOICE.

1. DEFINITIONS. The following words shall have the meaning described below:

A. IN COUNTRY CLIENTS are those Clients whose Product are shipped and used in the USA.

B. INTERNATIONAL CLIENTS are Clients whose Product is shipped to foreign countries/governments IAW the standard US export rules and regulations.

2. INSPECTION OF PRODUCT UPON RECEIPT. You must examine the Product and Accessories immediately upon delivery. If you find that any package is damaged or missing, you must immediately notify MTP. If you thereafter find the Product or Accessories, or any portion thereof, to be damaged or missing, you must notify MTP within (10) days from the date of delivery of the Product. If you fail to give such notice, you will be, subject to Section 4 below, be deemed to have waived any claim you may have had against MTP and/or the carrier in that respect.

3. LIMITED WARRANTY.

A. MARKET CLIENTS. MTP warrants to you, subject to the provisions of this Section 3, that the Product (excluding Accessories) will be free from defects in material and/or workmanship from the date of delivery for the period indicated on your receipt or invoice, or one (1 year), whichever is longer. For Accessories, please refer to the warranties that accompany those Accessories if a warranty on those items is provided.

During the warranty period, MTP will either, AT ITS OPTION and subject to Section 4 below: (1)correct any defects in material or workmanship, or any failure of the product to conform to specifications. Any replacement parts/products will be new or serviceably used, and are warranted for the remainder of the original warranty or thirty (30) days from the date of shipment of such parts/products, whichever is longer? YOU ARE RESPONSIBLE FOR AND MUST PRE-PAY SHIPPING, HANDLING AND INSURANCE COSTS RELATING TO OBTAINING WARRANTY SERVICES OR RETURNING PRODUCTS AND ACCESSORIES FOR A REFUND. You are responsible for any taxes, goods and services taxes, customs fees or duties that may be due relating to the shipment, even if MTP refuses to take delivery. Replacement parts or Products will be shipped after the non-functioning parts or Products have been returned to MTP, unless the parts or Products are secured with a credit card when you call for warranty service.

The warranty period applicable to your Product is not extended as a result of purchasing any additional parts/products from MTP or upgrading your Product. You should promptly notify MTP in writing if there is a defect in material or workmanship. Written notice in all events must be received by MTP before expiration of the warranty period.

THIS WARRANTY IS NOT TRANSFERABLE.

REMANUFACTURED PRODUCTS. Your Product and its internal components are new or equivalent to new in accordance with industry standards, unless you ordered a remanufactured Product as shown on your purchase receipt or invoice. Remanufactured Products are systems that contain components (or entire systems) that have been operated with internal parts being new.

B. INTERNATIONAL CLIENTS. If you are or become an International Client, your warranty is the limited warranty applicable, WITH THE FOLLOWING EXCEPTIONS. On all orders for in-house service or replacement parts or Product, you are responsible for paying in advance the shipping and handling costs for the parts or Products to and from MTP before the parts or Products are shipped, and you are responsible for any taxes, goods and services taxes, custom fees or duties that may be due, even if delivery is refused. Additionally, on all orders for replacement parts or Product, you must prepay the cost of the replacement parts or Product before the replacement parts or Product are shipped. When the non-functioning parts or Product are returned to MTP, MTP will refund the cost of the parts or Product. NO SHIPPING COSTS ARE REFUNDABLE. MTP will not reimburse you for any losses caused by fluctuations in foreign exchange rates occurring between the time a credit card is charged and refunded. On-site service is available for International Clients on a case-by-case situation.

C. EXCLUSIONS. MTP LIMITED WARRANTY COVERS NORMAL USE. MTP DOES NOT WARRANT OR COVER:

1. Damage caused by failure to operate said products IAW the prescribed operator manuals.
2. Damage during shipment, other than original shipment to the client if MTP carrier is used;
3. Damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
4. Damage caused by a disaster such as fire, flood, wind, earthquake, or lightning;
5. Damage caused by unauthorized attachments, alterations, modifications or foreign objects;
6. Damage caused by Accessories;
7. Damage caused by the use of the Product or Accessories for purposes other than those for which they

are customarily used;

8. Damage from improper installation or maintenance;
9. Damage caused by any other abuse, misuse, mishandling or misapplication;
10. Consumable products;
11. Accessories or other products or services of companies other than MTP;
12. Damage caused by poor fuel and or oil products;
13. Damage resulting from your failure to operate properly;

4. TECHNICAL SUPPORT. MTP provides a range of basic technical support options for the Product via a variety of methods, telephone/e-mail etc. Additional phone charges may apply if you are calling from a mobile phone, a public phone or from outside the USA Using one of these methods, MTP will help you trouble shoot your problem on your Product and restore it to the original factory configuration at no additional charge from the date of shipment for the period indicated on your MTP purchase receipt or invoice or two years, whichever is longer. MTP will inform you before it provides you with technical support for which a fee will be charged. MTP may change the means through which it provides technical support at any time. Some current support methods are listed below. It is likely that many of your questions will be answered by the documentation shipped with, and information provided with your product.

5. PRODUCT MANUALS. A number of manuals and other publications accompanied your Product and Accessories. We recommend that you carefully review this material for proper operation of your product.

i. MTP INTERNET SITES. We also recommend that before calling technical support, you go to the MTP Internet site on the Internet. It is likely that you can contact us by E-mail and resolve your problem.

Web/page: www.militarytruckonline.com

ii. ON-LINE SERVICE. None provided as of this date.

iii.

iv. CONTACT NUMBERS. 318 256-2083 ext: 226 TECHNICAL SUPPORT: 1 866 873-2454.

6. OBTAINING WARRANTY SERVICE. To obtain service under this limited warranty, you must contact MTP Technical Support. You may contact MTP Technical Support via a variety of ways, telephone/mail/e-mail, for methods to diagnose product issues. MTP will provide technical diagnosis by one of these methods for no additional charge from the date of shipment for the period indicated on your MTP purchase receipt or invoice or one (1) year, whichever is longer. After that period has expired, MTP may charge you a fee to diagnose product issues. If MTP determines that your Product or one of its parts is defective, MTP may authorize the replacement of a part or the Product. If on-site service is available for your Product or issue as described in Section 7, the technician may utilize these means to resolve your issue. You may be asked to take your Product to a MTP alternative service center to obtain warranty service. PLEASE NOTE, ON-SITE SERVICE AND PRODUCT/PART REPLACEMENT ARE AT MTP SOLE DISCRETION AND ARE CONSIDERED OPTIONS OF LAST RESORT. MTP Technical Support personnel will work to resolve issues professionally and quickly; however, you must reasonably assist MTP in providing technical support services. Procedures for handling parts and replacements are outlined below. PLEASE NOTE THAT MTP WILL BE RESPONSIBLE FOR SHIPPING COSTS RELATED TO REPLACEMENT PARTS AND PRODUCTS TO YOU, BUT YOU ARE RESPONSIBLE FOR SHIPPING COSTS OF PARTS OR PRODUCT TO MTP FOR SERVICE. Procedures for handling on-site warranty service are outlined in Section 7. Warranty service may be denied or limited if your account is not in good standing, including outstanding debt for replacement parts not returned to MTP.

Whether you are obtaining replacement parts, having repairs performed, or returning the entire Product and Accessories for a replacement, the following procedures must be followed. FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS SECTION MAY RESULT IN DELAYS IN THE REPLACEMENT OF PARTS, REPAIR, OR REPLACEMENT OF YOUR PRODUCT, OR MAY RESULT IN ADDITIONAL CHARGES TO YOUR ACCOUNT. MTP RESERVES THE RIGHT TO REFUSE TO ACCEPT PRODUCTS WHERE THESE PROCEDURES ARE NOT FOLLOWED.

Replacement part(s) or Products will be shipped after the non-functioning parts or Product have been returned to MTP, unless the parts or Product are secured (or for International Clients paid for) with a credit card/LC at the time of the call. The technician who authorizes the return of the parts or Product may require you to pay the cost of shipping the replacement part(s) or Product to you and the cost of returning the defective part(s) or Product to MTP. You are financially responsible for the defective part(s) or Product. YOU MUST RETURN THE DEFECTIVE PART (S) OR PRODUCT UNLESS AUTHORIZED IN WRITING BY MTP TO RETAIN OR DISPOSE OF THE PART(S) OR PRODUCT. IF YOU FAIL TO RETURN THE DEFECTIVE PART(S) OR PRODUCT WITHIN FOURTEEN (14) DAYS FROM THE DATE THE REPLACEMENT PARTS OR PRODUCT ARE SHIPPED TO YOU, YOU WILL BE RESPONSIBLE FOR THE ORIGINAL SALES VALUE OF THE REPLACEMENT PART(S) OR PRODUCT.

If your technician decides that MTP will repair part(s) or Product, he or she will provide you with instructions about how to return the part(s) or Product to MTP for repair. Include a brief summary of the problem, your Client ID number, Product serial number, and order number. List the name and telephone number of the person MTP is to contact with any questions regarding the system and/or repair. MTP will repair your Product as quickly as is reasonably possible.

Return any Product or Accessories in the original packing materials, or if these are not available, other suitable packing materials to prevent further damage. The technician who authorizes the return of the parts or Product will issue a Returns Merchandise Authorization (RMA) number. Write the RMA number in large, clear characters on the outside of each box you ship. FAILURE TO INCLUDE THE RMA NUMBER MAY RESULT IN DELAYS.

FOR YOUR PROTECTION, INSURE THE SHIPMENT TO MTP FOR FULL REPLACEMENT VALUE. YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT OR ACCESSORIES, WHICH OCCURS DURING SHIPMENT TO MTP.

Clients returning parts or Product from outside the USA must include a shipping invoice stating that the goods have no dutiable value and are being returned for repair only. If you do not complete and return the shipping invoice of the Product, you will be charged for any duties that apply.

A return address will be provided when you receive your RMA Number and may not necessarily be the place of purchase.

7. STANDARD ON-SITE SERVICE. If you are a in Country USA Client, you are entitled to receive the following standard on-site service for

the Products from the date of delivery for the period indicated on your MTP purchase receipt or invoice or one (1) year, whichever is longer. THERE IS NO ON-SITE SERVICE FOR CERTAIN OVERSEAS AREAS..

A. MTP will install replacement parts in your Product as necessary to correct defects covered under the limited warranty applicable to the Product.

B. On-site service is only available for your location if it is within a 40 mile traveling distance from a major airport or bus depot, The services are available during reasonable business hours. PLEASE CONSULT YOUR PRODUCT SALES REPRESENTATIVE OR MTP TECHNICAL SUPPORT TO DETERMINE WHETHER THE ON-SITE SERVICE IS AVAILABLE AT YOUR LOCATION AND THE HOURS OF AVAILABILITY. MTP RESERVES THE RIGHT TO REFUSE OR CANCEL SERVICE TO A CLIENT IF MTP DETERMINES THAT YOU HAVE FAILED TO COMPLY WITH ANY OF YOUR RESPONSIBILITIES DESCRIBED IN SECTION 7D BELOW.

C. While MTP will use reasonable efforts to have on-site service visits take place on the business day scheduled, MTP will not be liable to you if this does not occur but will arrange a service visit for an alternative day. It is not possible for MTP to commit to a specific time of day for an on-site service visit. Please check the identification of the on-site engineer before allowing access to your location.

D. For all on-site services described in this Agreement, you are responsible for the following obligations. You acknowledge and agree that MTP provision of on-site services is contingent on your full satisfaction of these obligations. Your responsibilities include:

1. Ensuring that the technician is not exposed to unsafe, unhealthy, abusive, violent or illegal activities, environment or conduct;
2. Ensuring that the Product to be installed or serviced is present at the actual service or installation location;
3. Providing the MTP technician with full access to the location where the installation or on-site service will be performed;
4. Ensuring the installation or service area is free to do required repairs.
5. Providing a suitable installation and operating location for the Product, which location, at a minimum, is designed to (a) support the size and weight of the Product; (b) provide sufficient space, fuel/electrical power, and, if applicable, (c) contain the appropriate number and types of electrical outlets, analog phone jacks, and, if applicable, network cables, within reach of the Product, and (d) avoid the possibility of damage caused by impact with other objects, falls, spilled liquids or immersion in liquids, or misuse;
6. Ensuring that the Product to be serviced or installed is located in a environment that poses no potential health or safety hazard to the MTP technician;
7. Oil samples may be required to determine if fault was on the clients part and not workmanship of the end product.
8. Removing any third-party, non-MTP products prior to the arrival of the MTP technician;
9. Providing the MTP technician with operating system operator or crew for normal operation;
10. Correctly packaging and returning non-functioning parts, Products or Accessories to MTP;
11. HAVING A REPRESENTATIVE 18 YEARS OF AGE OR OLDER PRESENT WHEN THE MTP IS PROVIDING ON-SITE SERVICE;
12. Any other obligations reasonably required by MTP Technical Support or the MTP technician in order to provide the services pursuant to this Agreement.

8. OPTIONAL WARRANTY AND SERVICE UPGRADES. None available at this time

B. Contact MTP Client Relations with your Invoice number, product serial number, and order number. We will provide you with a Returns Merchandise Authorization ("RMA") number, authorize the return of your Product and/or Accessories, and provide other instructions and requirements. YOUR REFUND MAY BE DELAYED IF YOU DO NOT FOLLOW THE PROCEDURES SET OUT IN THIS SECTION OR OTHER INSTRUCTIONS PROVIDED BY MTP.

C. Ship the Product and/or Accessories to the address advised by MTP. Write the RMA number in large, clear characters on the outside of each box you ship. A copy of your invoice establishing proof of purchase must accompany the returned Product. YOU ARE RESPONSIBLE FOR THE PRODUCT AND ACCESSORIES UNTIL MTP RECEIVES THEM, AND YOU ARE RESPONSIBLE FOR ALL SHIPPING, HANDLING, AND INSURANCE CHARGES. ANY OF THESE CHARGES PAID BY MTP WILL BE DEDUCTED FROM YOUR REFUND.

D. The returned Product and Accessories must be in the same condition as you received them.

E. If you are expecting a refund, please allow a reasonable period of time for the Product and/or Accessories to arrive at MTP. MTP will inspect the Product and/or Accessories and, after they are accepted, process your refund. MTP will notify you if your Product and/or Accessories are not accepted.

F. Clients returning the Product from outside the Core Market Countries must include a shipping invoice stating that the goods have no dutiable value and are being returned for refund only.

G. When the Product is returned in accordance with these terms and conditions, we will process your refund. Refunds for purchases made with a credit card will be paid by issuing a credit on your card. Refunds for any other type of purchase will be made by a MTP company check.

H. THE LIMITED MONEY BACK GUARANTEE IS NOT A WARRANTY. MTP MAY CHANGE OR CANCEL IT AT ANY TIME BEFORE ACCEPTING YOUR ORDER.

9. PRICES; TAXES. The price of the Product is stated on the purchase receipt or invoice for the Product. Prices and configurations are subject to change without notice or obligation prior to MTPs acceptance of your order. Unless expressly indicated otherwise, the prices stated include shipping and handling charges and goods and services taxes but do not include any other existing or future taxes,

tariffs, fees, duties, or levies applicable to the sale of the Product. If any such additional amounts (but excluding taxes on MTPs income) are required to be withheld, collected or paid, then MTP will be entitled to add them to the price payable by you. Unless expressly indicated otherwise, prices also do not include shipping costs, insurance or other expenses that are expressed to be your responsibility under this Agreement.

10. TERMS OF PAYMENT. The form of payment to MTP will be (a) in immediately available funds, (b) by an irrevocable letter of credit (including an irrevocable revolving letter of credit) issued or confirmed by a bank approved by MTP and under terms and conditions acceptable to MTP or (c) on other payment terms acceptable to MTP. Letters of credit will permit transshipment, partial shipments and partial payment. All collection costs will be borne by you. Until payment has been received by MTP, or satisfactory payment terms agreed to by MTP, your order will not be scheduled for production or shipment, and your delay in arranging payment or payment terms will delay the shipment date.

11. INTEREST. If you do not pay amounts owed on a timely basis, MTP reserves the right to charge you interest on overdue amounts at such rates as MTP may fix from time to time, in accordance with applicable law.

12. SHIPMENT. Unless expressly agreed otherwise, MTP will ship the Product and Accessories pursuant to the following terms:

- A. MTP will use its preferred carrier who will deliver the Product to the address you designate;
- B. Shipping charges will be specified on the purchase receipt or invoice for the Product;
- C. MTP will arrange insurance and bear the risk of loss of the Product during shipment; and
- D. MTP will use reasonable efforts to ship the Product within forty-five (45) days of the later of MTPs acceptance of your order or your compliance with payment arrangements under Section 11 above, unless otherwise agreed. All ship dates are approximate and MTP will not be liable to you for failure to ship within the specified time period. MTP will use reasonable efforts to have the Product arrive at the address you designate on an agreed date, although MTP will not be liable to you if this does not occur.

If you elect to use a carrier of your choice, then MTP will notify you (or your carrier) of the date when the Product will be available for collection at MTPs factory or warehouse, and you will have fourteen (14) days from such date to take possession and custody of the Product. In such case, you will be solely responsible for securing and paying for shipping and insurance and for the risk of loss after MTP has delivered the Product to you or your carrier.

13. FORCE MAJEURE. MTP will not be responsible for any failure to perform due to causes beyond its control, including, without limitation, fires, floods, earthquakes, explosions, accidents, acts of public enemy, wars, rebellions, insurrections, sabotage, epidemics, quarantine restrictions, labor disputes, labor shortages, transportation embargoes or failures or delays in transportation, inability to secure raw materials or machinery for the manufacture of its products, acts of God, acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses), and judicial actions.

14. GOVERNING LAW. This Agreement will be governed by the laws of USA and other NATO countries.

15. DISPUTE RESOLUTION. Any dispute or controversy arising out of or in connection with the subject matter of or relating to this Agreement or its interpretation will be settled exclusively and finally by MTP and the client.

16. GENERAL PROVISIONS. You may not assign this Agreement without the prior written consent of MTP. If any provision of this Agreement is declared void, invalid, or illegal, the validity or legality of any other provisions and of the entire Agreement will not be affected thereby. The parties will negotiate in good faith to replace any such invalid or illegal provision with a valid and legal substitute provision that is as similar to the original as possible. No modification of this Agreement will be binding upon you or MTP, unless such modification is in writing and signed by a duly authorized representative of both parties.

17. RELATIONSHIP OF THE PARTIES. The relationship between MTP and you under this Agreement is that of seller and buyer. Nothing contained herein will be deemed to create the relationship between the parties of employer and employee, franchiser and franchisee, principal and agent, partner or joint venture. Accordingly, you will not have any right or authority to create any obligation of any kind, express or implied, in the name of or on the account of MTP or to hold yourself out as a MTP distributor or reseller.

WARRANTY REGISTRATION

Please fill in the following information for future reference should you need to contact MTP. You may be required to provide a copy of your invoice if your warranty registration card is unavailable.

Company Name (if applicable) Contact Name Address

(do not provide P.O. Box address) State:Post code:CountryPhone Number(1) (2)E-mail Address (if applicable) Product Serial Number

Reseller NamePurchase Date