

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Firm Fixed Price

Page 1 Of 9

2. Amendment/Modification No.

0001

3. Effective Date

2014AUG15

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
 PAMELA TAIARIOL
 WARREN, MICHIGAN 48397-5000
 HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-13-R-0036

9B. Dated (See Item 11)

2014JUL01

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To:
The Contract/Order No. In Item 10A.

The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PAMELA TAIARIOL
Buyer Office Symbol/Telephone Number: CCTA-HBF-C/(586)282-3743
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

The purpose of Amendment 0001 to W56HZV-13-R-0036 is as follows:

1. Revise Section E-Inspection and Acceptance, as follows:

a. Revise the Table reference in Section E, Paragraph E.3 for Government's tests and inspections from "Table II" to "Table I".

b. Add the following sentence to the beginning of Paragraph E.4.1, "The contractor FAT shall consist of conducting a complete first production unit inspection (FPUI) in accordance with Section 4, Table I of ATPD-2408."

c. Revise Paragraph E.5.1, as follows:

FROM: E.5.1 The Government FAT will be in accordance with Section 4, Table II of ATPD-2408.

TO: E.5.1 The Government FAT shall consist of the Production Verification Test (PVT) completed in accordance with Section 4, Table I of ATPD-2408.

d. Revise the Table reference in Paragraph E.6 for Quality Conformance Inspection from "ATPD-2408, Table III, Quality Conformance Testing & Examinations for Production Vehicles" to "ATPD-2408, Table I, Quality Conformance Testing & Examinations for Production Vehicles".

e. Revise the reference in Paragraph E.8.1 from "ATPD-2408, paragraph 4" to "ATPD-2408, Table I".

2. Revise Section J, Attachment 0001, as follows:

a. Section 2-Applicable Documents: Add references to AWS D1.1, AWS D1.2 and AWS D1.3 to Paragraph 2.2.2-Non-Government Publications, American Welding Society, Inc. (AWS).

b. Section 4-Verification Requirements: Revise Paragraphs 4.2.1-4.2.5 as follows:

FROM:

- 4.2.1. First Article Inspection (FAI). First article inspection shall be performed on one or more completed Type II Heavy Crane systems.
- 4.2.2. Production Verification Test (PVT) will verify performance and will be conducted at a Government test site.
- 4.2.3. First Production Unit Inspection (FPUI) will be conducted at the contractor's facility.
- 4.2.4. Follow-on Production Test (FPT) will verify continuous quality control.
- 4.2.5. Control Test (CT) will verify production quality control.

TO:

- 4.2.1. First Production Unit Inspection (FPUI). FPUI shall be conducted by the contractor and shall take place at the manufacturer's facility, with the purpose of verifying product conformance.
- 4.2.2. Production Verification Test (PVT). PVT will be conducted by the government and shall take place at the government test site, with the purpose of verifying production capability, durability and performance characteristics.
- 4.2.3. Quality Conformance Inspection (QCI). QCI shall be conducted by the contractor and shall take place at the manufacturer's facility, with the purpose of verifying product conformance during and after fabrication.
- 4.2.4. Follow-on Production Test (FPT). FPT will be conducted by the government and shall take place at a government test site, with the purpose of verifying continuous product quality conformance and performance.
- 4.2.5. Control Test (CT). CT shall be conducted by the contractor and shall take place at the manufacturer's facility, with the purpose of verifying product quality and process controls.

c. Section 4-Verification Requirements: Revise part of Paragraph 4.3 from "and shall include all supporting performance, inspection, and analytical data, as applicable." to "and shall include all supporting data (e.g. test/ performance, material data, dimensional analysis, etc)."

d. Section 4-Verification Requirements: Add Paragraph 4.6-First Article Test.

e. Revise Table I, Paragraph 3.1.8 as follows:

Name of Offeror or Contractor:

FROM: 3.1.8 Boom-The boom shall be a hydraulically operated, telescoping type, consisting of a base section and sliding section(s). The boom shall be capable of elevation from the horizontal to a vertical angle of not less than 70 degrees. The Type II Heavy Crane Type II shall have a reach of at least 100ft (minimum 100ft boom with jib or 100 ft boom)(T)

TO: 3.1.8 Boom-The boom shall be a hydraulically operated, telescoping type, consisting of a base section and sliding section(s). The boom shall be capable of elevation from the horizontal to a vertical angle of not less than 70 degrees. The Type II Heavy Crane shall have a reach of at least 100ft (minimum 80ft boom with jib or 100 ft boom)(T)

f. Revise Table I, the last sentence in Paragraph 3.3.6-Safety, as follows:

FROM: The crane shall have a mirror near the cable hoist drum so that the crane operator can ascertain the number of cable wraps left on the drum.

TO: The crane operator shall have a means (including visual) to determine when the minimum number of cable wraps remains on the drum.

g. Revise Table I, Paragraph 3.3.21 as follows:

FROM: 3.3.21 Welding. Welding procedures and welder qualification shall be in accordance with AWS D14.3.

TO: 3.3.21 Welding. Welding procedures and welder qualification shall be in accordance with AWS D1.1, AWS D1.2, AWS D1.3 and AWS D14.3.

h. Revise Section 6-Notes, Paragraph 6.3.9 to add "p. 20 ton sling, 40 ton sling."

3. Revise the paragraph reference in Section H, Paragraph H.7 from "3.3.22" to "3.3.12".

4. All other sections of W56HZV-13-R-0036 remain unchanged.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 9
	PIIN/SIIN W56HZV-13-R-0036	MOD/AMD 0001

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E: INSPECTION AND ACCEPTANCE

E.1 WELDING PROCEDURES/INSPECTION/WELDER CERTIFICATION

E.1.1 Welding Design. The contractor in performance of this contract shall ensure that all steel and aluminum weldments meet the latest edition of design and fabrication requirements in American Welding Society (AWS) D1.1 and AWS D1.2; AWS D1.3, Structural Welding Code-Sheet Metal (DoD Adopted); AWS D14.3, Specification for Earthmoving and Construction Equipment, or approved equivalent.

E.1.2 Welding Procedures & Weld Repairs. Prior to manufacturing, the contractor shall prepare welding procedures in accordance with American Welding Society (AWS) weld code requirements. The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Repair welding of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product.

E.1.3 Reserved

E.1.4 Welder Qualification. Before the contractor or the contractor's suppliers assign any welder or welding operator to perform manual, semi-automatic or automatic welding work, or use any automatic welding equipment for work covered by this contract, the contractor shall ensure that all welding equipment to include gauges and meters used in the performance of this contract has been certified, and that the contractor's welders or welding operators have passed qualification testing, as prescribed by the applicable qualification standard.

E.1.5 Visual Weld Inspection.

E.1.5.1 Welding Inspectors. During performance of this contract, the contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. The contractor shall make available all personnel qualification records upon request by the Government. The inspectors must meet the requirements below:

- (a) Certified in accordance with American Welding Society (AWS), Certified Welding Inspector (CWI), qualified and certified in accordance with provisions of AWS QC1, Standard for AWS Certified Welding Inspector; or
- (b) Welding inspectors qualified by the Canadian Welding Bureau (CWB) to Level II or the Level III requirements of the Canadian Standards Association Standard W 178.2 Certification of Welding Inspectors; or
- (c) AWS Certified Associate Welding Inspector under the supervision of a CWI or a CWB Level III; or
- (d) A welding inspector certification program that is substantially the same as offered by AWS or CWB. In this case, the inspector certification program must be reviewed and approved by a Government CWI or equivalent Quality Assurance Representative prior to approval; or
- (e) Inspection performed by a Welding Engineer who is competent in the use of weld inspection techniques and equipment, on the basis of formal training, experience, or both, in metals fabrication, inspection, and testing. In this case, the rules that apply for experience as specified for a CWI will apply.

E.1.5.2 Visual Weld Acceptance Criteria. Prior to Nondestructive testing, all weld quality shall pass visual inspection in accordance with the applicable AWS code titled "Quality of Welds, Visual Inspection." The acceptance criteria differ based on the design loads. The contractor's design engineer shall state what joints are critical load-bearing members and clearly identify these weldments for inspection purposes. In the case of critical structures, the visual acceptance criteria for Bridges will be used as stated in AWS D1.1 and Class II structures for Aluminum welds in accordance with AWS D1.2.

E.1.6 Nondestructive (NDT) Inspection. The contractor shall clearly identify all critical joints required for NDT other than visual inspection. Procedures shall be made available upon request by the Government.

E.1.6.1 Nondestructive Inspector. When NDT is required, the NDT inspector shall be qualified in accordance with the current addition of American Society for Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only individuals qualified for NDT LEVEL I and working under the NDT LEVEL II or individuals qualified for NDT LEVEL II may perform nondestructive testing except visual examination. The NDT personnel need not be an AWS CWI. The contractor shall make available all NDT personnel qualification records upon request by the Government.

E.1.6.2 Nondestructive Testing Acceptance Criteria. When NDT is required, the acceptance criteria shall be as stated in the applicable code. The acceptance criteria differ based on the design loads. The contractor shall state what joints are critical load bearing members and clearly identify these weldments for inspection purposes. In the case of critical structures, the acceptance criteria for Bridges will be used as stated in AWS D1.1 and Class II structures for Aluminum welds in accordance with AWS D1.2

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 9
	PIIN/SIIN W56HZV-13-R-0036	MOD/AMD 0001

Name of Offeror or Contractor:

E.2 Inspection. Government representatives shall be permitted to witness any and all examinations and tests performed by the contractor under this contract.

E.3 Testing

The contractor shall deliver up to three units for testing. First Article Test (FAT) shall consist of both a contractor FAT and a Government FAT. This test will be conducted in accordance with Section E & Section 4 of ATPD-2408. FAT approval, per FAR clauses 52.209-3 and 52.209-4, requires successful completion of both contractor and Government testing. The contractor's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, Section E.4 and FAR clause 52.209-3. The Government's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, and FAR 52.209-4. The First Article shall consist of up to three Heavy Cranes: two test units and one logistics units. The contractor shall ship the test units from its facility to the Government's test site and back at its own expense.

E.4 Contractor First Article Test

E.4.1 The contractor FAT shall consist of conducting a complete first production unit inspection (FPUI) in accordance with Section 4, Table I of ATPD-2408. The contractor shall correct any deficiency detected during the contractor's examination and testing prior to delivery of the vehicles to the Government test site(s) for the Government FAT at no cost to the Government. Government acceptance of the FAT vehicles for test shall not imply that the vehicles meet the performance requirements as specified in Section 3 of ATPD-2408. The requirement for the contractor to correct the deficiencies shall not excuse the contractor from meeting the required delivery schedule. The contractor shall not deliver any vehicle for Government FAT testing without successfully completing the above requirements.

E.4.2 In accordance with FAR 52.209-3, the contractor shall submit a FAT report. The report shall include actual test data, and a record of inspections, certifications and any other information necessary to prove the contractor portion of the FAT has been successful in accordance with Table I in Section 4 of ATPD-2408.

E.4.3 Certification Requirements

The contractor shall prepare certifications for items identified in the ATPD-2408. Certifications shall include all documentation, objective evidence, examinations and test results where applicable. Certification of compliance to specific contract and/or specification requirements shall be a statement to the effect that the contractor has complied. Subcontracting does not relieve the contractor of providing the required certification information from either the subcontractor or their manufacturers (or distributors). If any certification is unacceptable to the Government, the contractor shall conduct additional examinations and tests or provide additional documentation as required to validate the certification, at no increase in contract price. Provisions on acceptable certifications are identified in the purchase description.

E.4.4 First Article Shipment

Under no circumstances shall any test system be shipped from the contractor's facility to the test site until: (a) A complete inspection has been performed by Government personnel; and (b) All deficiencies revealed by the Government inspection have been corrected by the contractor and approved by the Government.

E.5 Government First Article Test.

E.5.1 The Government FAT shall consist of the Production Verification Test (PVT) completed in accordance with Section 4, Table I of ATPD-2408.

E.5.2 If the system fails the Government FAT, the contractor shall make all necessary changes to the failed system or select additional systems for retesting. All costs related to retesting are to be borne by the contractor. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to the Government related to retesting.

E.5.3 The contractor shall produce both the first article test and production systems at the same facility.

E.6 Quality Conformance Inspection.

The contractor shall perform a Quality Conformance Inspection on each production vehicle to ensure the item meets specification requirements prior to acceptance by the Government. Quality Conformance Inspection shall include all examinations and tests identified in ATPD-2408, Table I, Quality Conformance Testing & Examinations for Production Vehicles. Inspection records shall include a description of the inspection procedure, sequence of inspections, vehicle identified by unique identification number, date of inspection, and clear indication that the vehicle passed or failed inspection. If failed, a detailed note shall be added to the Inspection record by the contractor fully describing all actions taken to correct the failure. The contractor shall then repeat the previously failed Quality Conformance inspection procedure and document the results on the Inspection record. Quality Conformance Inspection records shall be provided to the Government in the form of a Final Inspection Report (FIR) in accordance with CDRL A052-Final Inspection Report (FIR).

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 9
	PIIN/SIIN W56HZV-13-R-0036	MOD/AMD 0001

Name of Offeror or Contractor:

E.7 MANUFACTURING STANDARD

Notwithstanding the language at FAR 52.209-3, the contractor shall keep a representative testing vehicle at the manufacturing facility as a manufacturing standard. The contractor shall maintain the vehicle in a serviceable condition and representative of the approved product configuration baseline for the time it is used as a manufacturing standard and it shall be the last item shipped on the contract. A representative testing vehicle is one that has the most current updates, modifications or changes.

E.8 FOLLOW-ON PRODUCTION TEST (FPT)

E.8.1 The Government may select any production vehicle(s) for test at any time during the contract production period and subject this test vehicle(s) to any and all examinations and tests specified in ATPD-2408, Table I. The Government will perform the examinations and tests at a site selected by the Government. The Government will select the test vehicle(s) at random from those that have been accepted by the Government but will not include the previously accepted FAT vehicles.

E.8.2 Failure of the inspection comparison test vehicle(s) to meet any requirements specified shall be cause for rejection of the FPT vehicle(s) and may be cause for the Government to refuse to continue acceptance of production vehicles until sufficient evidence has been provided by the contractor that acceptable corrective action has been taken to eliminate the deficiency. The failure(s) shall be documented in a Production Quality Deficiency Report (PQDR). The contractor shall correct deficiencies in subsequent production units at no increase to the contract price.

E.8.3 During the period of testing, the contractor shall be liable to replace F.O.B. at the test site, those parts which fail to satisfactorily perform their function during test. If the contractor fails to furnish parts within 48 hours after notification, the failure may be cause for refusal by the Government to continue acceptance of production units.

E.8.4 The FPT vehicle(s) which successfully complete the test(s) may be returned to the contractor's plant, at Government transportation expense, for refurbishing by the contractor. The cost of refurbishing the vehicle(s) shall be negotiated and agreed to by the parties.

E.9 DEFINITION OF FAILURE

E.9.1 Failure for the purpose of First Article Testing (FAT) is defined as any incident resulting in:

- (1) Inability of the end item to meet all requirements of Section 3 of ATPD-2408, Attachment 1; or
- (2) Any item, part, assembly, or subassembly on the end item that does not function or operate as it is designed or intended; or
- (3) Damage to the item by continued operation not chargeable to operator error; or
- (4) Personnel safety hazard; or
- (5) Reduced item performance or interruption of test.

E.9.2 A deficiency is defined as a condition that lacks an essential quality or element and may be used synonymously as a failure.

E.9.3 In the event of a vehicle/component test failure, the Government reserves the right to have the contractor retest the vehicle/component upon correction of the failure by the contractor to the complete extent and duration specified in the test program, or to such lesser extent as the PCO shall consider appropriate in his/her sole discretion. The contractor shall be responsible for delays in the program test period resulting from vehicle/component failures and for failing to adequately or timely furnish parts support. The Government shall have the right to extend the specified program test period accordingly at no increase in contract price.

E.9.4 The contractor, when directed by the PCO or COR, shall correct on-site any failure of the system which occurs during testing. Delays caused by defective test items shall not be a basis for adjustment of the contract delivery schedule or the contract price.

E.9.5 Failures found during or as a result of FAT testing shall be prima-facie evidence that all vehicles/components already produced prior to completion of FAT testing are similarly deficient. Such deficiencies on all vehicles/components shall be corrected by the contractor at no additional cost to the Government. Failure for the purpose of FAT testing is defined as any incident resulting in noncompliance with applicable specification performance requirements, or reduced item performance or interruption of test.

E.10 Refurbishment. After successful completion of both Contractor FAT and Government FAT, the contractor shall transport the test vehicles from the test site and its facility or the logistics subcontractors facility (as applicable) to the contractors plant at the contractor's expense. The contractor shall thoroughly inspect the vehicles and submit a proposal to make whatever repairs are necessary to return them to like new condition. The refurbishment effort will not include any configuration changes required as a result of testing. These changes are the contractor's responsibility pursuant to the testing provisions set forth in section E of the contract.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 9****PIIN/SIIN** W56HZV-13-R-0036**MOD/AMD** 0001

Name of Offeror or Contractor:

*** END OF NARRATIVE E0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 9
	PIIN/SIIN W56HZV-13-R-0036	MOD/AMD 0001

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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H.1 Ordering Year

For purpose of defining ordering year the first ordering year begins with the date of award of this contract. The remaining ordering years commence on the anniversary date of the initial contract award.

H.2 Other Customers

This contract is for requirements that come through the Department of the Army. The Government may use this contract to fill requirements for other Government agencies or Foreign Military Sales (FMS) customers. However, these other customers are not required to use this contract to fill their requirements.

H.3 Export Control Notice

Technical data may be subject to the requirements of various export control statutes, regulations, etc. including but not limited to the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Accordingly the contractor is hereby notified that it must carefully consider if and how to comply with applicable export control requirements before conveying (in any manner, including but not limited to verbal, electronic, or hard copy transmission) technical data to any foreign national, whether or not such foreign national is employed by the contractor.

H.4 Contractor Responsibility for Timely Delivery of Logistics Data

Acceptance of hardware end items will not proceed until the Contractor fully complies with all logistics data requirements under the contract necessary to complete a full AR 700-142 Material Release. The Contracting Officer has the unilateral right to extend the Heavy Crane delivery schedule of the Heavy Crane at no additional cost to the Government by the period equal to any delay in delivery of logistics data or information. During this delay period, the contractor shall store all Heavy Cranes produced at no additional cost to the Government.

H.5 Reserved

H.6 Government Furnished Equipment

H.6.1 Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the Government property. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

H.6.2 The Government will provide the contractor applicable GFE to support testing and logistics support package development. This GFE may consist of applicable NBC protective ensemble, extended cold weather clothing system, standard Army tool kits, and Army test, measurement and diagnostic equipment (TMDE). Refer to Attachment 0027-GFP/GFE for detailed listing of GFP/GFE items to be provided by the Government.

H.7 Non-road Equipment Engine Emissions Requirements.

Environmental Protection Agency (EPA)'s Tier IV non-road exhaust emission standards require the engine manufacturers to use pollution control technologies, to include but not limited to exhaust gas recirculation (EGR), catalytic converts, NOX absorbers. These pollution control technologies are sensitive to fuel sulfur above 15 ppm and therefore are not compatible with military fuels such as JP-8/JP-5 that allow up to 3,000 ppm sulfur. Therefore, no vehicles delivered under this contract shall utilize Tier IV engines. EPA has granted TACOM LCMC a National Security Exemption (NSE) from the Tier IV standards for all non-road, armored equipment, which extends to the contractor producing the Heavy Crane. Refer to paragraph 3.3.12 of ATPD-2408 for specific emissions requirements for the system under this contract.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 9**

PIIN/SIIN W56HZV-13-R-0036

MOD/AMD 0001

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	TYPE II HEAVY CRANE PD 2408	01-AUG-2014	042	