

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00003	3. Effective Date 2014JAN28	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND ANDREW POMORSKI WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ANDREW.G.POMORSKI@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451	Code S1403A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SMITH ELECTRIC VEHICLES US CORP. 12200 N AMBASSADOR STE 326 KANSAS CITY, MO 64163-1244	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-11-C-0254
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011APR13
Code 5FM63	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 _____ 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)

ACRN: AB NET DECREASE: -\$80,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	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
<input type="checkbox"/>	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).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	MUTAL AGREEMENT OF THE PARTIES
<input type="checkbox"/>	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) LYNN M. BYRNE LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2014JAN28

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Name of Offeror or Contractor: SMITH ELECTRIC VEHICLES US CORP.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANDREW POMORSKI
 Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-4465
 Type of Contract: Firm Fixed Price
 Kind of Contract: Research and Development Contracts
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

W56HZV-11-C-0254 Modification P00003

PREVIOUS NEGOTIATED AGREEMENT VALUE:	\$1,476,831.00
NEGOTIATED VALUE OF THIS ACTION:	\$ (80,000.00)
TOTAL NEGOTIATED AGREEMENT VALUE:	\$1,396,831.00
PREVIOUS OBLIGATED AMOUNT:	\$1,476,831.00
OBLIGATED AMOUNT THIS ACTION: \$	(80,000.00)
TOTAL OBLIGATED AGREEMENT AMOUNT:	\$1,396,831.00

- The purpose of this bilateral Modification P00003 is a partial no-cost cancellation.
- As a result of this Modification P00003, the following changes are hereby made to the Contract:

<u>SECTION</u>	<u>DESCRIPTION</u>
B	Deleted CLIN 0006AA from the contract and deobligated \$80,000.00 in funding.
C	Deleted Scope of work paragraph C.2.3 and C.3.5
F	Clauses 252.211-7003 and 52.242-4022 revised to remove CLIN 0006AA
G	Revised to reflect the accounting data associated with the deobligation

- As a result of this Modification P00003, the total negotiated value of this contract is decreased by \$80,000.00 from \$1,476,831.00 to \$1,396,831.00.
- This modification P00003 constitutes a full and final settlement and disposition of all matters relating to this contract and is a full release and accord and satisfaction of any and all claims, demands, or causes of action that either the contractor or the Government may have against the other arising out of or related to the contract. Thus, the contractor hereby waives any and all rights and claims for equitable adjustment attributable to such facts and circumstances giving rise to the above partial no-cost cancellation and hereby releases the Government from any and all liability under this contract, including any interest and any claims for delay.
- Except as specifically stated above, all other terms and conditions of Contract W56HZV-11-C-0254 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0004 ***

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Name of Offeror or Contractor: SMITH ELECTRIC VEHICLES US CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>DELETED</u>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Statement of Work

C.1 Overview / Objectives

C.1.1 The Contractor, as an independent contractor and not as an agent of the Government, shall provide all necessary personnel, facilities, materials and services to complete the efforts described in this Scope of Work. The Army Installation Electric Vehicle Demonstration Project will facilitate research on electric vehicle and power management technologies of the Smith Electric Vehicle (SEV) Newton, a 26,000 lb GVW all-electric delivery truck, demonstrate bi-directional power management (electrical grid-to-vehicle (G2V) and vehicle-to-grid (V2G)), and examine the effects (electrical stability, surety and security) of electrical grid connectivity for a fleet of plug-in electric vehicles. All of these vehicles are planned to be placed at the US Armys Ft. Carson, Colorado base to support the NORTHCOM Smart Power Infrastructure Demonstration for Energy Reliability and Security (SPIDERS) program and they need to be operational in the second half of 2011. SPIDERS is an active NORTHCOM and PACOM led program focused on reducing the unacceptably high risk of extended electric grid outages by developing the capability to island installations while maintaining operational surety and security.

C.1.2 The goal of this project is to demonstrate a plug-in electric vehicle fleet on military installations to study range, charging infrastructure, and impact to electrical grid within a controlled environment. The Electric Vehicle Demonstration Project is envisioned to be an effort throughout which the contractor shall design, develop, build, test, demonstrate, and model performance and energy management of the Smith Electric Vehicles Newton plug-in electric vehicle and effects on and opportunities to stabilize the electric grid.

Objectives (C.1), Tasks (C.2), and Deliverables (C.3) focus on the integration of charging systems and controls into plug-in electric vehicles and the grid connection sites. In addition, the practicality of managing charge rate and timing of vehicle energy system charge completion based on grid electrical usage costs will be investigated.

Potential follow-on scope pending funding availability will be to increase fleet size, monitor impact and improve management of battery charging from the grid investigate opportunities for improvement in vehicle range, reduction of the system (vehicle and charging system) purchase and operational costs, integrate the vehicle system with installation Net-Zero and other Army Installation energy management efforts, and continued development and demonstration bi-directional grid (grid-to-vehicle and vehicle-to-grid) capability.

C.1.3 The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials, and services for the Tasks outlined in C.2 below.

C.2 TASKS

C.2.1 Baseline Smith Electric Vehicle Newton Vehicles & Data Collection

C.2.1.a A total baseline of five Newton vehicles shall be produced by the contractor and purchased by US Army Tank Automotive Research, Development and Engineering Center (TARDEC) - National Automotive Center (NAC).

C.2.1.b Two or more days of comprehensive training shall be performed by the contractor. The training will be attended by the Ft. Carson designated driver and maintenance personnel. The training shall cover two areas: the operator (drivers of the vehicle) and the technician (maintainers of the vehicle.) The goal of the operator training shall be to provide drivers with the knowledge and experience to safely and economically operate the Smith US Newton electric powered vehicle and to carry out the daily checks and basic maintenance tasks which are specific to the Newton product. The goals of technician training are; to provide technicians with the knowledge and confidence to safely and economically operate the Smith US Newton electric powered vehicle, and to safely perform routine maintenance unique to the Newton as well as perform Level One Service (including daily, monthly, life cycle maintenance, to correctly charge the vehicle) and to perform level one service repair (fault download, component replacement, and support remote trouble shooting of SEV service personnel.) The contractor shall prepare a report of the results of the driver and technician training seminar. The report shall include objective evidence of the training, participant names, comprehension of training, and training material and shall be in accordance with C.3.6 and CDRL A004.

C.2.1.c Data will be collected on all vehicles. Data collection shall include total energy consumption, miles travelled, idle time, average speed, vehicle weight, effective vehicle range, and drive train energy consumption in accordance with CDRL A001.

C.2.2 Modeling, Programming, Integration, and Optimization

The contractor shall integrate an SAE J1772 compliant vehicle-to-grid interface connection into each SEV Newton vehicle that supports bi-direction power flow and communication with the grid. The bi-direction power flow shall be at the battery bus DC voltage level. Modeling, programming, integration, and optimization shall be completed to enable micro-grid (or utility) control of energy transfer to and from the vehicles battery system. Vehicle limitations of total energy available to transfer, maximum power transfer, charge completion will be honored by the Ft. Carson microgrid.

*C.2.3 Grid-to-Vehicle/Vehicle-to-Grid Systems and Facility Integration

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DELETED

C.2.4 Monthly Contractor Progress, Status, and Management Reports

The contractor shall prepare monthly Contractors Progress, Status, and Management Report in accordance with CDRL A002.

C.2.5 Meetings and Meeting Minutes

The Contractor shall engage in meetings with TACOM personnel on a weekly basis and prepare the minutes of all scheduled meetings in accordance with CDRL A003. The weekly meeting minutes shall be summarized in the monthly Contractors Progress, Status, and Management Report in accordance with C.2.4 and CDRL A002.

C.2.6 Start of Work Meeting

The contractor shall prepare for one Start of Work Meeting in accordance with C.4.1 and CDRL A001 and CDRL A005.

C.2.7 Interim Program Review

The contractor shall prepare for two Interim Program Reviews in accordance with C.4.2 and CDRL A001.

C.2.8 Final Program Review

The contractor shall prepare for one Final Program Review in accordance with C.4.3 and CDRL A001.

C.3 Deliverables**C.3.1** The contractor shall electronically deliver a monthly Contractors Progress, Status, and Management Report in accordance with C.2.5 and CDRL A002.**C.3.2** The contractor shall electronically deliver:**C.3.2.a** One (1) Final Report in accordance with C.4.3 and CDRL A001**C.3.2.b** Two (2) Interim Reports in accordance with C.4.2 and A001**C.3.3**

The contractor shall electronically deliver the minutes of all schedule meetings in accordance with C.2.5 and CDRL A003.

C.3.4

The contractor shall deliver five Newton vehicles. Delivery of vehicles shall be as follows:

Truck 1, 0001AA: Stake-Bed/Flatbed w/ Canvas Cover - FOB Ft. Carson, Co. 9/1/2011.

Truck 2, 0002AA: Refrigerated (Cold Plate) - FOB Ft. Carson, Co. 9/1/2011.

Truck 3, 0003AA: Weapons Reset - FOB Ft. Carson, Co. 9/1/2011.

Truck 4, 0004AA: Stake Bed/Flatbed - FOB Ft. Carson, Co. 9/1/2011.

Truck 5, 0005AA: 29 Passenger Bus - FOB Ft. Carson, Co. 01/01/2011.

Five Newton Vehicles with options noted below:

<u>Option</u>	<u>Truck 1</u>	<u>Truck 2</u>	<u>Truck 3</u>	<u>Truck 4</u>	<u>Truck 5</u>
Cab Chassis					
Newton: 153" WB, 22k GVW 80kwh	X	X	X	X	X
Air Conditioning	X	X	X	X	X
Aux. Battery tail lift	X	X	X	X	N/A

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2500 lb. Lift Gate e-PTO-5kW Export	X	X	X	X	N/A
Power Taps both sides - 40kWh	X	X	X	N/A	N/A
Body & Up Fit Cost (includes lift)	X	X	X	X	X
320 VDC Bi-Directional Power Port	X	X	X	X	X
Tactical Paint Job Cab, Battery Pods Wheels	X	X	N/A	N/A	N/A

*C.3.5 DELETED

C.3.6 The contractor shall report the results of the driver and technician training seminar in accordance with C.2.1.b and CDRL A004.

C.3.7 The contractor shall deliver the data collected from C.2.1and C.2.3in graphical or tabular form. This data shall be included in the interim and final reports and in accordance with CDRL A001.

C.3.8 The contractor shall deliver the elements of the Start of Work/Kick-off Meeting as outlined in C.2.6 above, C.4.1 below and in accordance with CDRL A005.

C.4 Meetings

C.4.1 Project Planning and Management

Start of Work/Kick-Off Meeting: The contractor shall coordinate the scheduling of and conduct, a Start of Work meeting within thirty (30) days after date of contract award in accordance with C.2.6, C.3.8 and CDRL A005. The meeting will be held at TACOM, unless both parties mutually agree to an alternate location. Meeting deliverables shall include:

All proposed aspects of their planned work.

Present a plan for accomplishing the contract requirements, detailed scope of work, milestones, financial report.

Timeline of the project (broken down by each Task as itemized in the contract).

Financial breakdown of the project

Points of Contact (POCs), POC contact information, and respective project responsibilities

Program and contract management

Status of the project, open issues

C.4.2 Interim Program Review: The contractor shall initiate, plan, coordinate, and conduct an Interim Program Review within six (6) months after the date of the contract award. A second Interim Program review will be held after 12 months. The meeting will be held at TACOM, unless both parties mutually agree to an alternate location. At the meeting, the contractor shall present the progress to date, open issues, and financial report in accordance with C.2.7 and C.3.2.b and CDRL A001.

C.4.3 Final Program Review: The contractor shall initiate, plan, coordinate, and conduct a Final Program Review. The meeting location will be at TACOM within eighteen (18) months after the date of contract award, unless both parties mutually agree to an alternate location in accordance with C.2.8, C.3.2.a and CDRL A001.

*Revised per modification P00003

*** END OF NARRATIVE C0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED	252.211-7003	ITEM IDENTIFICATION AND VALUATION	AUG/2008

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

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

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

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

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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

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

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier

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or DoD recognized unique identification equivalent.

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

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

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

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

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

Contract Lines: 0001AA, 0002AA, 0003AA, 0004AA, 0005AA
Item Description: See CLIN description in section B

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

N/A

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

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

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

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(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**

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- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-2 CHANGED 52.242-4022 DELIVERY SCHEDULE
(TACOM)

SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT): N/A

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
ITEM NO.	QTY	Delivery Date
0001AA	1	09/01/2011
0002AA	1	09/01/2011
0003AA	1	09/01/2011
0004AA	1	09/01/2011
0005AA	1	01/01/2012
DELETED		
0007AA	-	Starting 30 DAC
0008AA	-	As Required
0009AA	3	As Required

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0010AA	7	As stated above
0011	-	See Exhibit A
0012	-	See Clause 52.237-4000

(d) Accelerated delivery schedule is acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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[End of Clause]

CONTINUATION SHEET

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Name of Offeror or Contractor: SMITH ELECTRIC VEHICLES US CORP.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>GFEB</u> <u>ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0006AA	R302C262R3 63300553D00	2	02C262	AB \$	80,000.00 \$	-80,000.00 \$	0.00
						NET CHANGE \$	-80,000.00

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AB 21	02040000006N6N7EP633005255Y S20113	W56HZV \$ -80,000.00
		NET CHANGE \$ -80,000.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 1,476,831.00	\$ -80,000.00	\$ 1,396,831.00

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION
0006AA	AB 21	101120400000	W56HZV 06N6N7E63300553D00255YR302C262R3 02C262 S20113

The lines of accounting (LOA) have been corrected for the following PRONS and their respective CLINs, due to an error in LMP. This correction was needed to clear the rejections in SOMARDS and allow the contractor to invoice.

CLINs: 0001AA, 0002AA, 0003AA, 0004AA & 0005AA
 PRON: R302C261R3
 LOA: 21 101120400000 06N6N7E63300553D0031ENR302C261R3 02C261 S20113
 W56HZV

DELETED*

CLINs: 0007AA, 0008AA, 0009AA & 0010AA
 PRON: R302C170R3
 LOA: 21 101120400000 06N6N7E63300553D00255YR302C170R3 02C170 S20113
 W56HZV

*Revised per Modification P00003

*** END OF NARRATIVE G0002 ***

CONTINUATION SHEET

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Name of Offeror or Contractor: SMITH ELECTRIC VEHICLES US CORP.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	DELETED	004	