

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-12-G-0010				2. DELIVERY ORDER/CALL NO. 0010		3. DATE OF ORDER/CALL (YYYYMMDD) 2013DEC19		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DXA4	
6. ISSUED BY U.S. ARMY CONTRACTING COMMAND ERIC RAAB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ERIC.RAAB@US.ARMY.MIL				CODE W56HZV		7. ADMINISTERED BY (if other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451				CODE S1403A	
9. CONTRACTOR OSHKOSH CORPORATION 2307 OREGON ST NAME AND ADDRESS OSHKOSH, WI 54902-7062				CODE 45152		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381				CODE HQ0339	
11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15							
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>											
THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.											
Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.											
_____ furnish the following on terms specified herein.											
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 2											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE CONTRACT ADMINISTRATION DATA											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA REGINALD G. MARTIN /SIGNED/ 2013DEC19 REGINALD.MARTIN@US.ARMY.MIL (586)282-6830				25. TOTAL	\$21,159,239.61
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED						26. DIFFERENCES					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	
						40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 42
	PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD	
Name of Offeror or Contractor: OSHKOSH CORPORATION		

SUPPLEMENTAL INFORMATION

Buyer Name: ERIC RAAB
 Buyer Office Symbol/Telephone Number: CCTA-HCB-C/(586)282-0486
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: A
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

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

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=N/A

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

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

Page 3 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet 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 in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer 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.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist 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.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

2 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-12-G-0010 0010 is awarded to Oshkosh Corporation.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

The contractor's subcontracting plan dated June 20, 2013 is incorporated into the contract by reference.

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

[End of Clause]

The purpose of Delivery Order 0010 to Basic Ordering Agreement W56HZV-12-G-0010 is the following:

1. Establish the following CLINs:

- a. CLIN 0001AA, M-ATV Tire and Engine Automatic Fire Extinguishing System (AFES) Kits, PRON 2M3APE04Q7, 1,780 EA with a unit price of \$9,661.64
- b. CLIN 0001AB, M-ATV Tire and Engine AFES Kits, PRON 2M3NPE01Q7, 117 EA with a unit price of \$9,661.64
- c. CLIN 0001AC, M-ATV Tire and Engine AFES Kits, PRON 2M3FPE01Q7, 277 EA with a unit price of \$9,661.64
- d. CLIN 0002AA, Non-Recurring Engineering Support, PRON 2M3APE07Q7, 1 LOT for an extended value of \$38,083.25
- e. CLIN 0003AA, Non-Recurring IPS Direct Labor, PRON 2M3APE07Q7, 1 LOT for an extended value of \$116,751.00
- f. CLIN 0004AA, UNEXERCISED OPTION # 1, M-ATV Tire and Engine AFES Kits, 1,780 EA with a unit price of \$9,794.80

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 42**

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

g. CLIN 0005AA, UNEXERCISED OPTION # 2, M-ATV Tire and Engine AFES Kits, 1,779 EA with a unit price of \$9,857.51

2. The following clauses are hereby added to Delivery Order 0010:

52.204-4016, (Local Warren) ACC-Warren Electronic Contracting

52.204-4850, (Local Warren) Acceptance Appendix

52.246-4, Inspection of Services - Fixed-Price

52.246-4025, Higher-Level Contract Quality Requirement

52.246-4028, Inspection and Acceptance Points: Origin

52.247-1, Commercial Bill of Lading Notation

52.247-30, F.O.B Origin, Contractor's Facility

52.242-17, Government Delay of Work

52.211-4514, Packaging Requirements

52.211-4029, Interchangeability of Components

252.243-7001, Pricing of Contract Modifications

252.243-7002, Requests for Equitable Adjustment

252.204-7008, Export-Controlled Items

252.223-7008, Prohibition of Hexavalent Chromium

252.223-7001, Hazard Warning Labels

52.203-6, Restrictions on Subcontractor Sales to the Government

52.223-3, Hazardous Material Identification and Material Safety Data

52.223-11, Ozone-Depleting Substances

52.219-9, Small Business Subcontracting Plan

252.219-7003, Small Business Subcontracting Plan (DoD Contracts)

252.247-7028, Application for U.S. Government Shipping Documentation/Instructions

52.230-2, Cost Accounting Standards

52.230-6, Administration of Cost Accounting Standards

52.247-60, Guranteed Shipping Characteristics

52.247-4060, TACOM Clarification for Guranteed Shipping Characteristics

252.225-7001, Buy American and Balance of Payments Program

252.225-7021, Trade Agreements

52.245-1, Government Property

52.245-9, Use and Charges

52.247-55, FOB Point for Delivery of GFP

252.211-7007, Reporting of Government-Furnished Property

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 42**

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

- 252.245-7001, Tagging, Labeling, and Marking of Government-Furnished Property
- 252.245-7002, Reporting Loss of Government Property
- 252.245-7003, Contractor Property Management System Administration
- 252.245-7004, Reporting, Reutilization, and Disposal
3. Add Section C.1.0 Tire and Engine AFES Kit for M-ATV Vehicles
4. Add Section D.1.0 Packaging, Handling, Storage and Transportation
5. Add Section E.1.0 Quality and Inspection
6. Add Section F.1.0 Delivery
7. Add the following attachments in Section J:
- a. Attachment 0001, ACE
 - b. Attachment 0002, KIT # 4114959 BOM Summary
 - c. Exhibit A, CDRL A003 - Conference Meeting Agenda
 - d. Exhibit B, CDRL A004 - Technical Information
 - e. Exhibit C, CDRL A005 - IBOM
 - f. Exhibit D, CDRL A006 - Final Technical Data Submission
 - g. Exhibit E, CDRL A007 - Commercial Drawings Models Lists
 - h. Exhibit F, CDRL A008 - Technical Reports
 - i. Exhibit G, CDRL A010 - First Article Inspection Plan
 - j. Exhibit H, CDRL A011 - First Article Inspection Report
 - k. Exhibit J, CDRL A012 - Manufacturing Plan
 - l. Exhibit K, CDRL A013 - PDQR
 - m. Exhibit L, CDRL A014 - Sub-Contractor QA Plan
 - n. Exhibit M, CDRL A015 - Welding Procedures
 - o. Exhibit N, CDRL A016 - Copy Right Release
 - p. Exhibit P, Attachment 11 - Technical Data Information Worksheet
 - q. Exhibit Q, Attachment 12 - METADATA Attributes List
 - r. Exhibit R, Code and Schematic Detail
 - s. Exhibit S, Wiring List Example
8. The clauses and provisions of the basic ordering agreement are incorporated herein by reference.
9. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																													
0001	SUPPLIES OR SERVICES AND PRICES/COSTS MATV TIRE AND ENGINE AFES KIT NSN: 0000-00-000-0000																																																	
0001AA	<p><u>MATV TIRE AND ENGINE AFES KITS - ARMY</u></p> <p>COMMODITY NAME: MATV TIRE AND ENGINE AFES KIT CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M3APE04Q7 PRON AMD: 02 ACRN: AA PSC: 2320</p> <p>Oshkosh part #: 4114959</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>W56HZV3246MATV5</td> <td>W62G2X</td> <td>J</td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>3</td> <td>31-MAR-2014</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>542</td> <td>30-JUN-2014</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>543</td> <td>31-JUL-2014</td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>543</td> <td>31-AUG-2014</td> <td></td> <td></td> </tr> <tr> <td>005</td> <td>149</td> <td>30-SEP-2014</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (W62G2X) XU W0MJ US ARMY DEPOT SIERRA SIERRA ARMY DEPOT 74 C STREET BLDG 304 HERLONG, CA, 96113-5520</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0010</p> <p>Ship 2 kits due 180 DAC to:</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W56HZV3246MATV5	W62G2X	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	3	31-MAR-2014			002	542	30-JUN-2014			003	543	31-JUL-2014			004	543	31-AUG-2014			005	149	30-SEP-2014			1780	EA	\$ 9,661.64000	\$ 17,197,719.20
DOC	SUPPL																																																	
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																																														
001	W56HZV3246MATV5	W62G2X	J	2																																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																
001	3	31-MAR-2014																																																
002	542	30-JUN-2014																																																
003	543	31-JUL-2014																																																
004	543	31-AUG-2014																																																
005	149	30-SEP-2014																																																

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DoDAAC: CK0TQP Oshkosh Corporation POC: Spencer Morse 2705 Harrison St. Oshkosh, WI 54902</p> <p>Ship-in-place 1 kit due 180 DAC to:</p> <p>DoDAAC: 6UYC3 Oshkosh Corporation POC: Ruth Scott 5211 S. 3rd St. Milwaukee, WI 53207</p> <p>(End of narrative F001)</p> <p>Oshkosh is not authorized to ship until receipt of a PCO letter or contract modification authorizing each individual shipment and receipt of a Transportation Authorization Code (TAC) which will be stated in the PCO Letter or modification to the delivery order. Oshkosh shall be responsible to return those items to their location at their own expense if they ship without TAC codes and the PCO authorization for that particular shipment and quantity. Note, the TAC will be provided to Oshkosh no later than 25 days prior to the delivery date.</p> <p>(End of narrative F002)</p>				
0001AB	<p><u>MATV TIRE AND ENGINE AFES KITS - NAVY</u></p> <p>COMMODITY NAME: MATV TIRE AND ENGINE AFES KIT CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M3NPE01Q7 PRON AMD: 01 ACRN: AB PSC: 2320 CUSTOMER ORDER NO: N6258313MPJP128</p> <p>Oshkosh part #: 4114959</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>	117	EA	\$ 9,661.64000	\$ 1,130,411.88

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD

Page 8 of 42

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3309MTV1 Y00000 M 2</p> <p>DEL REL CD QUANTITY DEL DATE 001 117 30-SEP-2014</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>CONTRACT/DELIVERY ORDER NUMBER W56HZV-12-G-0010/0010</p> <p>Oshkosh is not authorized to ship until receipt of a PCO letter or contract modification authorizing each individual shipment and receipt of a Transportation Authorization Code (TAC) which will be stated in the PCO Letter or modification to the delivery order. Oshkosh shall be responsible to return those items to their location at their own expense if they ship without TAC codes and the PCO authorization for that particular shipment and quantity. Note, the TAC will be provided to Oshkosh no later than 25 days prior to the delivery date.</p> <p>(End of narrative F001)</p>				
0001AC	<p><u>MATV TIRE AND ENGINE AFES KITS - AIR FORCE</u></p> <p>COMMODITY NAME: MATV TIRE AND ENGINE AFES KIT CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M3FPE01Q7 PRON AMD: 01 ACRN: AC PSC: 2320 CUSTOMER ORDER NO: F3QCDK3266G002</p> <p>Oshkosh part #: 4114959</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p>	277	EA	\$ 9,661.64000	\$ 2,676,274.28

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>001 W56HZV3309MTV2 Y00000 M 2</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 277 30-SEP-2014</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0010</p> <p>Oshkosh is not authorized to ship until receipt of a PCO letter or contract modification authorizing each individual shipment and receipt of a Transportation Authorization Code (TAC) which will be stated in the PCO Letter or modification to the delivery order. Oshkosh shall be responsible to return those items to their location at their own expense if they ship without TAC codes and the PCO authorization for that particular shipment and quantity. Note, the TAC will be provided to Oshkosh no later than 25 days prior to the delivery date.</p> <p>(End of narrative F001)</p>				
0002	NON RECURRING ENGRING SUPPRT				
0002AA	<p><u>MATV TIRE AND ENGINE AFES - ENGINEERING SUPPORT</u></p> <p>SERVICE REQUESTED: NON RECURRING ENGRING SUPPRT CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M3APE07Q7 PRON AMD: 01 ACRN: AD PSC: 2320</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>001 000000 3</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 31-MAR-2014</p>	1	LO	\$ 38,083.25000	\$ 38,083.25

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0003	FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0010																						
0003AA	NON RECURRING IPS DIRCT LABR <u>MATV TIRE AND ENGINE AFES - IPS DIRECT LABOR</u>	1	LO	\$ 116,751.00000	\$ 116,751.00																		
0004	SERVICE REQUESTED: NON RECURRING IPS DIRCT LABR CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M3APE07Q7 PRON AMD: 01 ACRN: AD PSC: 2320 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="264 1367 846 1415"> <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></td> <td>000000</td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0" data-bbox="264 1421 769 1470"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2014</td> </tr> </table> FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0010 TIRE AND ENGINE AFES KITS	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	31-MAR-2014				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001		000000			3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	1	31-MAR-2014																					

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0005AA	<p><u>UNEXERCISED OPTION QUANTITY - TIRE AND ENGINE AFES KITS</u></p> <p>COMMODITY NAME: TIRE AND ENGINE AFES KITS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2320</p> <p>Option Quantity for CLIN 0005AA is 1,779 EA.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</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>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="5">SUPPL</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></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>0 (U)</td> <td>31-DEC-2016</td> <td colspan="3"></td> </tr> </table> <p>(U) = Undefinitized</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0010</p>	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						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	0 (U)	31-DEC-2016						\$ 9,857.51000	
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																																			
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	0 (U)	31-DEC-2016																																	

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

Page 13 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.0 Tire and Engine AFES Kit for M-ATV Vehicles

C.1.1 Engineering Design and Engineering Support

C.1.1.1 The Contractor shall procure material and employ the necessary production efforts to manufacture and deliver Mine Resistant Ambush Protected All Terrain Vehicle (M-ATV) Tire and Engine Automatic Fire Extinguishing System (AFES) Kits. The AFES Kit shall address the specific features confirmed in earlier Government/Contractor engineering and design reviews, cut in to production serial number 130039, and implemented for LRIP21/22 M1240A1 variants. The Tire and Engine AFES Kit shall include all components included in the attached Bill of Materials (BOM) (Attachment0002), Oshkosh kit number 4114959.

C. 1.1.2 Start of Work Meeting: Within 20 business days following award, the Contractor and Government will hold a Start of Work Meeting (SOWM) at the Contractors facility or via teleconference In Accordance With (IAW) CDRL A003. The agenda for this meeting will include an overview of the final design, status of material procurement of the Tire and Engine AFES kit, and a manufacturing/delivery plan.

C.1.1.3 Technical Data Information (TDI)

C. 1.1.3.1 Within 20 business days after completion of Field Service Kit verification, the Contractor shall deliver the TDI for the AFES Kit per CDRL A004. Rights to the supporting technical information shall be as specified in the DFARS clause Rights in Technical Data Noncommercial Items contained in this contract (DFARS 252.227-7013). The contractor shall submit an Indentured Bill of Material (IBoM) IAW CDRL A005. The supporting technical information shall be submitted in accordance with CDRL A005, A006 and A007.

C.1.2 Integrated Logistics Support (ILS)

C.1.2.1 The kit shall be identified as Oshkosh Part Number 4114959. Each kit shall contain all required hardware and technical Modification Work Order (MWO) necessary to effectively integrate the Tire and Engine AFES FSK on an M1240A1.

C.1.2.2 Modification Work Order (MWO)

C.1.2.2.1 The Contractor shall develop an MWO to install the Tire and Engine AFES FSK. The MWO shall be prepared and delivered IAW CDRL A008. The document shall be developed and delivered IAW MILSTD 40051-2 and MIL PRF 63002K with the exception of section B.1 Use of DTD. Supporting figures for modification procedures shall consist of line art, photographs, computer generated images, and any combination thereof. Each Preliminary Technical Manual (PTM) must be a complete publication in the same format as the final publication. The Final Reproducible Copy (FRC) shall incorporate all mutually agreed upon PTM reviewed corrections, verification comments and additions. Any requested changes to the MWO following the Government approved final delivery of the MWO will be a separate contract action.

C.1.2.2.2 All publications developed under this delivery order are the property of the Government and are not subject to copyright by the Contractor. The Contractor shall deliver the MWO IAW CDRL A008. A hard copy MWO shall be delivered in each Tire and Engine AFES FSK.

C.1.2.3 Contractor Validation / Government Verification

C.1.2.3.1 Validation shall be done by the Contractor and the PTM (V1) shall be delivered to the Government via Windchill IAW CDRL A008. All support and special equipment shall be provided by the Contractor. The Government shall provide two (2) Tire and Engine AFES Kits as well as a representative M1240A1 variant, in proper configuration to support the Validation efforts and ILS activities. All Government Furnished Equipment (GFE) will be provided twenty (20) business days prior to the submission of the PTM Technical Report and validation of the FSK. Five (5) days prior to the commencement of the verification, the Government shall provide disposition instructions for the FSK and all hardware removed during the validation and verification. The Contractor shall perform the installation of Tire and Engine AFES Kit and implement corrections to the MWO as needed.

C.1.2.3.2 The Contractor shall maintain records that document Validation and review dates, findings, and all corrective actions taken. Government representatives have the right to examine these records upon request and/or to witness Validation work.

C.1.2.3.3 The Contractor shall provide at a minimum of ten (10) business days notice to the Contracting Officers Representative (COR), Assistant Program Manager (APM) and Procurement Contracting Officer (PCO), to witness the validation work. If Contractor does not receive a response with a confirmation within 5 business days, the Contractor has the authorization to proceed. Validation shall be conducted no later than sixty (60) business days from receipt of Government Furnished Equipment (GFE).

C. 1.2.3.4 The Contractor shall deliver the PTM (V1) prior to validation. The Government publications manager will provide the verification plan 15 business days prior to verification. The Contractor will provide personnel who know the development and process of MWOs and who can answer questions about the equipment operation and maintenance to support this effort. This support is only applicable to configuration changes designed by Oshkosh. These personnel will be available at all times during the verification. All verification efforts will be conducted at the Contractor's facility. The Contractor shall correct all errors found during Government reviews and verification at no additional cost to the Government. During the verification, a time study shall be conducted for retrofit planning

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD	Page 14 of 42
---------------------------	---	----------------------

Name of Offeror or Contractor: OSHKOSH CORPORATION

purposes.

C.1.3 Copyrights

C.1.3.1 When the Contractor uses data which covers a subcontractor's commercial components or portions thereof, the Government shall use, modify, reproduce, release, perform, display, or disclose data in accordance with DFAR 252.227-7015, Rights in Technical Data-Commercial. If it is determined that additional rights are needed by the Government, the Government shall enter into negotiations to determine if there are acceptable terms for transferring such rights and enter into a license agreement with the contractor.

C.1.3.2 For any copyrighted material developed exclusively by the Prime contractor, the Contractor shall provide a copyright release letter, IAW CDRL A016. Letter shall be on company letterhead, dated and signed by a company officer. The letter shall certify that the Government has full copyrights from the Prime Contractor. Copyright letter shall state all publications developed exclusively by the Prime Contractor are free from copyright restrictions and the Government can edit, reprint and distribute information in the manual as required.

*** END OF NARRATIVE C0001 ***

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

Page 15 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.211-4514 (TACOM)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: MIL
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 1
- (4) SPECIFICATION/STANDARD: MIL-STD-129

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). 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 material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. 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. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) 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) When applicable, 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:

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

Page 16 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

- 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(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (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.

(g) SUPPLEMENTAL INSTRUCTIONS: None

(End of Clause)

D.1.0 Packaging, Handling, Storage and Transportation

D.1.1 The Contractor shall package each Tire and Engine AFES FSK independently.

D.1.2 When contractor packages the Tire and Engine AFES FSK, the kit shall be identified by a specific part number and all individual items of that kit shall have independent part numbers assigned. All items that constitute a Tire and Engine AFES FSK shall be identified in an Indentured Bill of Material (IBOM) IAW CDRL A005 and parts shall be capable of being provisioned independent of their respective FSK package.

In addition, each shipment of material and/or data shall be clearly marked to show the following information:

MARK FOR:

Delivery Order Number _____

Contractor Part Number _____

National Stock Number _____

D.1.3 Logistics Management Information (LMI)

D.1.3.1 The Contractor shall provide all documentation for the Tire and Engine AFES FSK to include item-identity, size and weight data, HAZMAT classification, shelf life, special marking, packaging storage and transportation data.

*** END OF NARRATIVE D0001 ***

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

Page 17 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
2	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

[] ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system

[X] ISO 9001:2008 (untailored) or comparable quality system

[] ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

3	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
---	------------------------	----------------------------------	----------

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

4	52.246-4028	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
---	-------------	--	----------

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

Page 18 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

(TACOM)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: Oshkosh Corporation 6UYC3
(Name) (CAGE)

 5211 S. 3rd St. Milwaukee WI 53207
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: Oshkosh Corporation 6UYC3
(Name) (CAGE)

 5211 S. 3rd St. Milwaukee WI 53207
(Address) (City) (State) (Zip)

[End of Clause]

E.1.0 Quality and Inspection**E.1.1. First Article Inspection (FAI)**

E.1.1.1. FAI shall be required for the FSK as described in the following paragraphs. The Contractor shall perform FAI on the FSK. The Government reserves the right to be present at any such inspection. The Contractor shall notify the Government (PCO and Product Quality Manager) a minimum of 15 business days prior to conducting an inspection. Failure to notify the Government within the time limit may, at the Governments discretion, be grounds to reject the inspection. The FAI item shall be representative of items to be manufactured using the same process, facilities and procedures as will be used for full-rate production.

E.1.1.2 The Contractor is responsible for the FAI and notifying the Government of components requiring FAI. Failure to submit a complete list and schedule to the Government will not relieve the Contractor of the FAI requirement. Delays in schedule as a result of the Contractor's failure to identify the FAI components requiring FAI will be the responsibility of the Contractor. The First Article shall be inspected and validated to all requirements of the drawing(s), and specification(s) of the approved BOM.

E.1.1.3 The Contractor shall specify the number of component units required to perform the FAI. The Government will provide the number of FSKs specified by the Contractor to the Contractor to enable the evaluation of instructions for installation of the FSK on an M-ATV. The Contractor shall be provided any necessary delivery schedule relief as a result of any Government-caused delay in providing the necessary number of FSKs to the Contractor that result in a delay in the commencement of FAI.

E.1.2 FAI Plan

The Contractor shall prepare and submit for Government approval, prior to the beginning of the FAI, a recommended inspection plan for the First Article item(s) to include items identified in IAW CDRL A010. The Government will have the right to monitor the FAI. The Contractor shall provide a list and time schedule of the FAI as part of this plan, including anticipated completion dates. The recommended plan shall include:

1. Evaluation of the MWO of the kit on a M1240A1.
2. A dimensional inspection that validates all components conform to the drawing

E.1.3. The FAI Report

The Contractor shall submit the FAI Report(s) within 10 business days of FAI completion. Reports shall be identified Tire and Engine AFES FSK FAI. The FAI report shall be prepared IAW CDRL A011. FAI reports shall contain a matrix summary which tabulates each inspection performed, results of each inspection (pass/fail), corresponding page where data is located, Contractor position and any corrective action, if required, shall be included in the report.

E.1.4 Conditional Acceptance of Components Pending FAI Completion

The Contractor may submit production FSK for acceptance, pending successful completion of the FAI provided:

1. The Contractor agrees to successfully complete all of the FAI inspections and validations.
2. The Contractor shall correct all deficiencies and/or discrepancies in delivered kits that are identified during the FAI inspections, at no additional cost to the Government.

E.1.5 Disapproval

The FAI may be disapproved by the Government if it is not completed per the FAI plan (C.1.3.2) and/or if discrepancies and/or deficiencies are found during FAI. If the FAI is disapproved by the Government, the Contractor shall repeat that portion of the FAI that has been disapproved; this may be the entire FAI. After such request for additional inspections, the Contractor shall make any necessary

Name of Offeror or Contractor: OSHKOSH CORPORATION

changes, modifications or repairs to the First Article item or select another First Article item for inspection. All costs related to these re-inspections are to be borne by the Contractor, including any and all costs for additional inspections following disapproval. The Contractor shall then conduct the inspections and deliver another FAI Report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified by the PCO. The Government reserves the right to require an equitable adjustment of the delivery order price for any extension of the delivery schedule or for any additional costs to the Government from re-inspections resulting from disapproval or identification of deficiencies and/or discrepancies after conditional acceptance.

E.1.6 Changes

If changes are made to the technical data, production processes, facilities, and/or type of material, a subsequent FAI may be required. When any of the above conditions in the sentence above (i.e. tech data, production processes, facilities, etc) occur, the Contractor shall notify the PCO and Product Quality Manager so that instruction for the submission, inspection and notification of results can be made.

E1.6.1 Contractor production process change or Contractor proposed material substitution shall be borne by the Contractor. Costs of FAIs resulting from Government directed design changes to the approved baseline FSK design shall be borne by the Government.

E.1.6.2 If not specified otherwise in the applicable specification or elsewhere in this clause, the First Article shall be taken from one of the first ten (10) units produced for this delivery order. In the event that the first ten (10) units of a lot are not available, the Government reserves the right to select the First Article item from any lot. If the first ten (10) units are not available due to Government direction to ship the units to a fielding or other location to fulfill program requirements, the Contractor shall provide an additional unit for the commencement of FAI.

E.1.7 FAI Waiver

The FAI requirement is considered to be met and may be waived if the Contractor certifies that (1) the supplier has component First Article Approval on the identical part delivered for use in a previous production contract with the Government and (2) the supplier has been a continuous supplier of the part (for purposes of this clause, a continuous supplier is defined as one which has not had a break in production in excess of six months, and the design and manufacturing/assembly process or place of manufacture have not been changed). If military/federal specifications are applicable to the component and changes to these documents have been implemented which may impact form, fit, function or performance, a FAI shall be accomplished. For an FAI waiver, the Contractor shall submit a letter providing the details specified in this section to the PCO.

E.1.8 Manufacturing Plan

The Contractor shall submit the Manufacturing Plan within 10 business days of award of this delivery order. The Contractor will notify the Government of any changes, IAW CDRL A012. Reference CDRL A012 for the requirements of the Manufacturing Plan.

E.1.9 Welding**E.1.9.1 Welding Design**

The Contractor in performance of this delivery order shall ensure that all steel and aluminum weldments meet the design and fabrication requirements in American Welding Society (AWS) D 1.1 and (AWS) D1.2, and the Ground Combat Vehicle Welding Code (GCVWC) TACOM Drawing #12472301(aluminum) and #12479550 (steel) (if applicable) or approved equivalent.

E.1.9.2 Welding Procedures

15 calendar days prior to manufacturing or production, the Contractor is responsible for providing welding procedures IAW AWS weld code requirements and the GCVWC to the procuring activity for approval. The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Welding repair of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product. Any changes to the welding procedures after delivery order award and subsequent testing shall be considered a Class I ECP and shall require Government approval. All Weld Procedure Specifications and Production Qualification Records shall be available for review.

E.1.9.3 Welder and Welding Operator Certification

As a minimum requirement for determining welder qualification, any welder assigned to manual welding work covered by this delivery order shall be qualified per the requirements of AWS and GCVWC. Copies of Welder certifications submitted with the Contractors proposal as part of the Manufacturing Plan shall be incorporated herein.

E.1.9.4 Welding Requirements**E.1.9.5 Alternate Welding Standards**

The Contractor may utilize alternate standards or codes once the Contractor or the Contractors suppliers have demonstrated that equivalent or better quality and performance can be obtained by their use. It is the Contractors responsibility to demonstrate such equivalence. If the Contractors component supplier will not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractors suppliers quality system and weld processes to verify his/her capability of producing acceptable welds. The Government reserves the right to approve/disapprove the use of any and all such alternative weld standards and specifications. The demonstrated equivalent shall be verified prior to fabrication of any production weldment.

Name of Offeror or Contractor: OSHKOSH CORPORATION**E.1.9.6 Previously Qualified Procedures**

If the Contractor previously qualified welding procedures under another DOD contract, the PCO may waive the requirements of this clause. The Contractor must submit such a request to the PCO in writing, identifying the previous contract(s) under which the Contractor qualified procedures that produced acceptable workmanship specimens. The Contractor may use previously qualified weld procedures provided ALL the following requirements are met: a) The weld procedure was qualified and approved on a previous DOD contract; b) The Contractor has certified welders and equipment; c) There was no break in production for more than three months and d) The Contractor has a favorable quality history. If the Contractor meets these requirements, and wants approval to use previously qualified weld procedures, the Contractor must submit a written request to the PCO, attaching proof of previous qualifications and summary of the Contractors and/or its quality history IAW CDRL A015.

E.1.9.7 Welder Qualification

Before the Contractor or the Contractors suppliers assign any welder or welding operator to perform manual, semi-automatic or automatic welding work, or use any automatic welding equipment, identified IAW AWS D1.1 and work covered by this contract, the Contractor MUST ensure that all welding equipment used in the performance of this contract has been certified, and that the Contractors welders or welding operators have passed qualification testing, as prescribed by the applicable qualification standard.

E.1.9.8 Visual Weld Inspection

During performance of this contract, the Contractor shall verify weld quality and workmanship to AWS D1.1. Weld inspection and is performed using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractor inspectors may be based on:

1. Current or previous certification as an AWS Certified Welding Inspector; or
2. Current or previous certification by the Canadian Welding Bureau (CWB); or
3. Inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of formal training or experience, or both, in metals fabrication, inspection, and testing.

E.1.10 Chemical Agent Resistant Coating (CARC)

CARC paint shall be as described in the Performance Specification MIL-DTL-53039C. For surfaces that exceed 400 degrees Fahrenheit (°F), CARC shall not be used; a commercial high heat paint or paint meeting MIL-B-14105 may be used. Adhesion testing shall be performed on a completely cured CARC finish.

E.1.11 Armor Component Traceability

Each armor component (opaque and transparent) shall have records maintained by the Contractor for the design life of that component/assembly that can readily provide traceability of the base armor materials used in the component. As a minimum, the following information shall be retained for an armor component:

1. Heat lot or heat number of all material used in the part. For individual parts of a permanently assembled system.
2. Material specification of the material
3. Successful ballistic material acceptance documentation for the heat lot/number
4. Base material manufacturer (not the assemblers CAGE code, the base material manufacturers CAGE code or identifying data)
5. Date of Manufacture
6. Place and time of component manufacture
7. Contractor CAGE code
8. Part Number

E.1.12 Product Quality Deficiency Reports (PQDR)

E.1.12.1 The Contractor shall investigate, conduct failure analysis, and provide a corrective action response to all PQDRs (SF 368) generated against supplies produced under the Delivery Order. The replacement of parts or components determined to be deficient attributable to workmanship/product nonconformance will be the responsibility of the Contractor. Replacement of all parts and/or components not attributed to workmanship/product nonconformance will be borne by the Government. All PQDRs will be submitted for Contractor response through Windchill, the PCO and the Quality Manager, or their authorized representative. The Contractor shall notify the PCO or their authorized representative, within 5 business days after receipt of each PQDR, if an exhibit is required for failure analysis. The exhibit request shall include detailed instructions as to where the exhibit is to be sent along with a point of contact. The Contractor shall be responsible for all costs associated with shipping the QDR exhibit(s) attributable to workmanship/product nonconformance to their designated location. The Government shall be responsible for all costs associated with shipping the QDR exhibit(s) not attributable to workmanship/product nonconformance to their designated location.

E.1.12.2 PQDR Government Furnished Material (GFM)

Upon receipt of deficient GFM, the Contractor shall prepare and submit a PQDR (SF 368) to the designated government office IAW CDRL A013 per DI-QCIC-80736.

Name of Offeror or Contractor: OSHKOSH CORPORATION**E.1.13 Quality Records****E.1.13.1 Quality Records**

All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the Contractor for a period of 5 years after contract close-out. These records shall be made available (and copies provided) to the Government upon request. Additionally, where product or process deficiencies have occurred, the Contractors records shall provide documentation that fully describes the root cause of deficiencies and root cause corrective actions.

E.1.13.2 Quality Management System

The Contractor's management system shall document and verify their review and acceptance of the Subcontractors quality assurance system including control plans. Documentation shall be made available for review upon Government request. If determined to be acceptable, the Prime Contractor should use the Subcontractors accepted system when conducting quality audits. The Government reserves the right to perform quality audits at the prime Contractors and Subcontractors facilities as deemed necessary.

E.1.13.3 Quality Planning

The Contractor and Subcontractors shall establish Product Quality Plans and Control Plans that define the steps necessary to assure that the product meets the customers needs and expectations. The Contractor and subcontractors shall assign responsibility for organizing a cross-functional team to a member of their own management staff. The cross functional team shall use a multi-disciplinary approach for decision making that utilizes Advanced Product Quality Planning and Control Plan techniques that ultimately define and document how the requirements for quality will be met. Team actions should include but not be limited to:

1. Development of control plans; and
2. Utilization of analytical tools for both the design and production phases.

NOTE: Cross-Functional teams should typically include the supplier's design, manufacturing, engineering, quality, production, purchasing, packaging, service, other personnel as required and if applicable sub-Contractor participation.

E.1.13.3.1 The Contractor shall establish a Material Review Board (MRB) that includes the on-site Government representative. This board is responsible for disposition of minor nonconforming material (product, processes, etc.). Authority to approve all MRB decisions involving repair, rework, use-as-is material, and other non-standard repair procedures will be at the discretion of the Government representative.

E.1.13.3.2 Both standard and nonstandard repair procedures shall include instructions for reprocessing material after repair and shall specify all Contractor inspections required. The Contractor shall not consider a new standard repair process until all assignable causes of variance or omitted processes (or process steps) have been eliminated and corrected. The Governments review or concurrence of a repair technique shall not bar the Governments right to reject the material if the Government determines that the repair does not adequately correct the nonconformity. The establishment of the MRB shall be at no cost to the Government. All MRBs must be approved by both Defense Contract Management Agency (DCMA) and the Product Quality Manager within the Program Management (PM) Office.

E.1.13.3.3 A minor nonconformance is defined as a nonconformance which does not adversely affect any of the following:

1. Health or safety
2. Performance or function
3. Interchangeability, reliability, or maintainability
4. Effective use or operation
5. Weight or appearance (when a factor)

E.1.13.3.4 A major nonconformance is defined as a nonconformance other than minor that cannot be completely eliminated by rework or reduced to a minor. A nonconformance that is major or critical shall not be subjected to MRB disposition.

E.1.13.3.5 Use-As-Is is defined as a disposition of material with one minor nonconforming characteristics that has been determined (by MRB) to be usable for its intended purpose in its existing condition. All MRBs must be approved by both DCMA and the Product Quality Manager within the PM Office.

E.1.13.4 Sub-Contractor/ Supplier Quality Assurance

The Contractor shall have a supplier quality assurance program that requires the suppliers to be compliant to ASME/ISO/ASQ Q9001-2000, as a minimum. The Contractors supplier quality assurance program shall assure each supplier has a documented quality system which includes development, implementation, and maintenance of control plans for all M-ATV products. The Contractors supplier quality assurance plan shall be submitted, unless submitted as part of the quality manual IAW CDRL A014.

E.1.13.5 Sub-Contractor/ Supplier Quality Documentation

Prime Contractor's documentation and acceptance of the Sub-Contractor quality assurance system and control plans shall be made available upon Government request. If determined to be acceptable, the Prime Contractor should use the Subcontractors accepted system when conducting quality audits. The Government reserves the right to perform quality audits at the prime Contractor and Subcontractors facilities as deemed necessary.

Name of Offeror or Contractor: OSHKOSH CORPORATION**E.1.13.6 In-Process Deficiencies / Failures**

1. During the life of the contract, the government reserves the right to perform inspections and test any components used during the kitting process. In the event the Government finds that a component/system fails to meet the drawing and or specification requirements during the kitting process or later, the Contractor, at no additional cost to the government, shall correct the deficiencies of all kits produced since the last successful component/system test.

2. In the event the Contractor discovers the failure, the government shall be notified of the deficiency/failure within 24 hours. Notification shall consist of the date of the deficiency/failure, nature of failure, vehicles effective range, and any safety impact and the potential correction.

Within 15 business days, the Contractor shall provide a detailed corrective action plan for eliminating the deficiencies and their associated root causes, shall be responsible for all costs associated with re-inspection and associated testing to validate their corrective action plan. The Contractor shall be required to retrofit all end items covered under this delivery order attributed to workmanship/product configuration issues if directed by the PCO.

E.1.13.7 Control Plan

The Contractor shall develop and maintain process control plans that ensure compliance with the requirements in this contract. Specific operations in the manufacture of the M-ATV products must be identified that are used to ensure conformance to the requirements. . The response plans, in conjunction with the inspection/test frequency shall ensure that zero suspect material leaves the Contractors facility in the event of an undesirable measurement. The control plans shall be treated as a living document and shall always reflect the current process. Control plans should be controlled documents and retained for the life of the contract. These must be made available for the Government to examine. Control plans must be submitted 15 business days prior to start of production under this delivery order.

E.1.13.8 The Contractor shall develop and maintain a data system for recording nonconformance information. Typical data is as follows:

1. Quantity of nonconforming items
2. Recurrences (number and type)
3. Cause determinations
4. Root corrective actions (status and delinquent actions)
5. Dispositions (number and type)
6. Costs related to each type of disposition (rework, repair, and scrap)

E.1.13.9 Quality Inspection Equipment (QIE)

Except as otherwise expressly provided under this delivery order, the Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to ensure that material and supplies involved in the production & assembly of FSKs conform to delivery order requirements. Supplier-furnished inspection and test equipment shall equal or exceed the design criteria and shall be initially approved and certified by the supplier. All inspection and test equipment shall be made available to the Government Quality Assurance Representative (QAR) when required for verification purposes.

E.1.14 Quality Assurance**E.1.14.1 Quality Assurance Program Plan (QAPP)**

The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to delivery order requirements. The Contractor shall implement the requirements of American National Standards Institute (ANSI)/American Society for Quality Control (ASQC) Q9001, International Standards Organization (ISO) 9001-2001 up to 2004 or an equivalent quality system model for the M-ATV FSKs in order to satisfy the delivery order quality requirements; no third party certification is required. The Contractor shall make their QAPP or Quality Manual (whichever document theyve developed as required by their ANSI, ISO, or equivalent quality system development of a Government unique document is not required) available for Government review at their facility, as required for Government review and evaluation to assess the Contractors quality system compliance, implementation and effectiveness. The Contractor shall notify the Government when they update their QAPP throughout the delivery order period of performance through Letter of Transmittal to the PCO.

E.1.15 Inspection**E.1.15.1 In-Process Inspection**

In-process Inspection shall be incorporated into the Contractor and sub-Contractors overall quality system IAW ISO 9001-2008, Quality management systems or equivalent

E.1.15.2 Inspection Records

The government reserves the right to review inspection records and process documents upon request.

E.1.15.3 Drawings For Inspection

The Contractor shall make drawings available to the government upon request.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 23 of 42****PIIN/SIIN** W56HZV-12-G-0010/0010**MOD/AMD**

Name of Offeror or Contractor: OSHKOSH CORPORATION

*** END OF NARRATIVE E0001 ***

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

Page 24 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
2	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
3	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
4	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
5	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2013

(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, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, 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 globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"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.

Name of Offeror or Contractor: OSHKOSH CORPORATION

"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 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.

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

Contract Line,	
Subline, or	
Exhibit Line Item Number	Item Description
<u>0001AA</u>	M-ATV Tire and Engine AFES Kits

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number - NONE.

(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.

Name of Offeror or Contractor: OSHKOSH CORPORATION

(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.

(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.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

- (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).**
- (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), including subcontracts for commercial items.

(End of clause)

6	52.242-4022	DELIVERY SCHEDULE	SEP/2008
	(TACOM)		

(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)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A		

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

ITEM NO.	QTY	Delivery Date
----------	-----	---------------

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

Page 28 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

0001AA	3	31 MAR 2014
0001AA	542	30 JUN 2014
0001AA	543	31 JUL 2014
0001AA	543	31 AUG 2014
0001AA	149	30 SEP 2014
0001AB	117	30 SEP 2014
0001AC	277	30 SEP 2014

ITEM NO.	QTY	Delivery Date
0002AA	1	31 MAR 2014
0003AA	1	31 MAR 2014

(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
----------	-----	--

(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
----------	-----	--

[End of Clause]

7 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS
(WARREN)

APR/2012

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ____, Fiber Box _X_, Barrel ____, Reel ____, Drum ____, Other (Specify) _____;

(ii) Shipping configuration: Knocked-down ____, Set-up _X_, Nested ____, Other (specify) _____;

(iii) Size of container: _40_ (Length), x _48_ (Width), x _40_ (Height) = _44.5_ Cubic Ft;

(iv) Number of items per container _1___ each;

(v) Gross weight of container and contents _100___ Lbs;

(vi) Palletized/skidded _X_ Yes ___ No;

(vii) Number of containers per pallet/skid _1_ kit per container with pallet_;

Name of Offeror or Contractor: OSHKOSH CORPORATION

(viii) Weight of empty pallet bottom/skid and sides __60__ Lbs;

(ix) Size of pallet/skid and contents __160__ Lbs* Cube __44.5_Cu/Ft_;

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

8 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot,	Transportation Officer Anniston Army Depot,	Transportation Officer Anniston Army Depot,

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

Page 30 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

Bynum, AL

Bynum, AL

Anniston, AL 36201-5021

209741/ W25G1R Transportation Officer Transportation Officer Transportation Officer
209770 Letterkenny Army Depot, Letterkenny Army Depot, Letterkenny Army Depot,
Culbertson, PA Chambersburg, PA Chambersburg, PA 17201-4150

661136/ W45G19 Transportation Officer Transportation Officer Transportation Officer
661157 Red River Army Depot, Red River Army Depot, Red River Army Depot,
Defense, TX Texarkana, TX Texarkana, TX 75507-5000

764538/ W67G23 Transportation Officer Transportation Officer Transportation Officer
764535 Tooele Army Depot, Tooele Army Depot, Tooele Army Depot,
Warner, UT Tooele, UT Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

F.1.0 Delivery

Delivery of the Tire and Engine AFES FSKs will be based on the completion of the Contractors validation of Tire and Engine AFES FSK MWO and successful completion of the FAI requirements IAW C.1.3.1. Ship To locations will be provided in the delivery order and shipping instructions, to include a Transportation Authority Code (TAC), will be provided by the Government no later than (NLT) 25 business days prior to each monthly delivery. Shipping of the monthly delivery requirement is expected NLT the last calendar day of the month.

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor: OSHKOSH CORPORATION

CONTRACT ADMINISTRATION DATA

LINE	MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	2M3APE04Q7	2	S.0011895.9.6	AA	\$ 17,197,719.20
0001AB	2M3NPE01Q7 N6258313MPJP128	2		AB	\$ 1,130,411.88
0001AC	2M3FPE01Q7 F3QCDK3266G002	2		AC	\$ 2,676,274.28
0002AA	2M3APE07Q7	2	S.0018580.1.1.2	AD	\$ 38,083.25
0003AA	2M3APE07Q7	2	S.0018580.1.1.2	AD	\$ 116,751.00
TOTAL					\$ 21,159,239.61

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201320152035 A5XDU D03002ARJT7 3101 L034656210 S.0011895.9.6	021001 \$ 17,197,719.20
AB	17 31810K5XG3129E216B0686882DCJP128068688	\$ 1,130,411.88
AC	57 33080000017347RN82223L4F2KMR6368223765F503000	\$ 2,676,274.28
AD	021 201320152035 A5XDU D03002ARJT7 2571 L035176335 S.0018580.1.1.2	021001 \$ 154,834.25
TOTAL		\$ 21,159,239.61

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	021 201320152035 A5XDU D03002ARJT7 3101 L034656210 S.0011895.9.6	021001
0001AB	AB	17 13151810K5XG 3129E216B068688 2DCJP128068688 N6258313MPJP128	068688
0001AC	AC	57 131530800000 503000 17347RN4F2KMR82223L6368223765F503000 F3QCDK3266G002	
0002AA	AD	021 201320152035 A5XDU D03002ARJT7 2571 L035176335 S.0018580.1.1.2	021001
0003AA	AD	021 201320152035 A5XDU D03002ARJT7 2571 L035176335 S.0018580.1.1.2	021001

Regulatory Cite	Title	Date
1 252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

2 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012
To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 32 of 42****PIIN/SIIN** W56HZV-12-G-0010/0010**MOD/AMD****Name of Offeror or Contractor:** OSHKOSH CORPORATION

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
2	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
3	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/2012
4	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
5	52.210-1	MARKET RESEARCH	APR/2011
6	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2013
7	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
8	52.227-3	PATENT INDEMNITY	APR/1984
9	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
10	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
11	52.233-3	PROTEST AFTER AWARD	AUG/1996
12	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
13	52.245-1	GOVERNMENT PROPERTY	APR/2012
14	52.245-9	USE AND CHARGES	APR/2012
15	52.246-23	LIMITATION OF LIABILITY	FEB/1997
16	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
17	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
18	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
19	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
20	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
21	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
22	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
23	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
24	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
25	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
26	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
27	252.225-7013	DUTY-FREE ENTRY	OCT/2013
28	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
29	252.225-7021	TRADE AGREEMENTS	OCT/2013
30	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
31	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
32	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
33	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
34	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
35	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
36	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
37	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
38	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
39	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
40	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within-30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed July 23, 2015.

(End of Clause)

41	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
----	----------	-------------------------------------	----------

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 34 of 42
	PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD	

Name of Offeror or Contractor: OSHKOSH CORPORATION

documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. -N/A. This may be confirmed by contacting the DCMA Office identified on page one of this document.

(End of Clause)

42 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

43 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 270 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the 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]

Name of Offeror or Contractor: OSHKOSH CORPORATION

44 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent

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

Page 36 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 37 of 42
	PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD	

Name of Offeror or Contractor: OSHKOSH CORPORATION

Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

45 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA APR/2002

(a) Definitions.

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Offices Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html .

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements --

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier --

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts --The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of Clause)

46 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 38 of 42
	PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD	

Name of Offeror or Contractor: OSHKOSH CORPORATION

No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

47

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

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

Page 39 of 42

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

Contains (or manufactured with, if applicable) * None, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

48

52.230-2

COST ACCOUNTING STANDARDS

MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD	Page 41 of 42
Name of Offeror or Contractor: OSHKOSH CORPORATION		

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 42 of 42**

PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A003 CONFERENCE MEETING MINUTES	31-MAY-2013	001	EMAIL
Exhibit B	CDRL A004 TECHNICAL INFORMATION	29-MAY-2013	001	EMAIL
Exhibit C	CDRL A005 IBOM	31-MAY-2013	001	EMAIL
Exhibit D	CDRL A006 FINAL TECHNICAL DATA SUBMISSION	31-MAY-2013	001	EMAIL
Exhibit E	CDRL A007 COMMERCIAL DRAWINGS MODELS LISTS	31-MAY-2013	002	EMAIL
Exhibit F	CDRL A008 TECHNICAL REPORTS	28-MAY-2013	001	EMAIL
Exhibit G	CDRL A010 FIRST ARTICLE INSPECTION PLAN	31-MAY-2013	001	EMAIL
Exhibit H	CDRL A011 FIRST ARTICLE INSPECTION REPORT	31-MAY-2013	002	EMAIL
Exhibit J	CDRL A012 MANUFACTURING PLAN	31-MAY-2013	001	EMAIL
Exhibit K	CDRL A013 PDQR	31-MAY-2013	001	EMAIL
Exhibit L	CDRL A014 SUB-CONTRACTOR QA PLAN	31-MAY-2013	001	EMAIL
Exhibit M	CDRL A015 WELDING PROCEDURES	31-MAY-2013	001	EMAIL
Exhibit N	CDRL A016 COPY RIGHT RELEASE	31-MAY-2013	001	EMAIL
Exhibit P	ATTACHMENT 11 - TECHNICAL DATA INFORMATION WORKSHEET	12-JUN-2013	001	EMAIL
Exhibit Q	ATTACHMENT 12 - METADATA ATTRIBUTES LIST	23-AUG-2013	009	EMAIL
Exhibit R	CODE AND SCHEMATIC DETAIL	23-AUG-2013	001	EMAIL
Exhibit S	WIRING LIST EXAMPLE	07-JUN-2013	001	EMAIL
Attachment 0001	ACE	25-SEP-2012	001	EMAIL
Attachment 0002	KIT # 4114959 BOM SUMMARY	26-NOV-2013	003	EMAIL