

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-12-G-0010				2. DELIVERY ORDER/CALL NO. 0012		3. DATE OF ORDER/CALL (YYYYMMDD) 2014MAY14		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				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 DAWN M. VANHULLE /SIGNED/ 2014MAY14 DAWN.VANHULLE@US.ARMY.MIL (586)282-7123				25. TOTAL \$2,425,000.00		26. DIFFERENCES	
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 _____											
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 39
	PIIN/SIIN W56HZV-12-G-0010/0012 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 ***

Regulatory Cite	Title	Date
1	52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

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.

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]

The purpose of Delivery Order 0012 to Basic Ordering Agreement W56HZV-12-G-0010 is the following:

1. Establish the following CLINs:

a. CLIN 0001AA, M-ATV Hard Cargo Cover Field Service Kit (FSK), Part Number 4048783, PRON 2M2APE17Q7, 300 each with a unit price of \$4,554.05 for an extended value of \$1,366,215.00

b. CLIN 0002AA, M-ATV Soft Cargo Cover FSK, Part Number 4048786, PRON 2M2APE18Q7, 300 each with a unit price of \$3,041.83 for an extended value of \$912,549.00

c. CLIN 0003AA, Engineering Support, PRON 2M2APE20Q7, 1 Lot with a unit price of \$48,777.31 for an extended value of \$48,777.31

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 39****PIIN/SIIN** W56HZV-12-G-0010/0012 **MOD/AMD****Name of Offeror or Contractor:** OSHKOSH CORPORATION

d. CLIN 0004AA, Integrated Logistics Support (ILS), PRON 2M2APE20Q7, 1 Lot with a unit price of \$97,458.69 for an extended value of \$97,457.65

2. The following clauses are added to Delivery Order 0012:

52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

52.204-12, DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE

52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE

52.209-9, UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS

52.211-4029, INTERCHANGEABILITY OF COMPONENTS

52.211-4517, PACKAGING REQUIRMENTS (COMMERCIAL)

52.215-14, INTEGRITY OF UNIT PRICES (OCT 2010) - ALTERNATE I

52.215-20, REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA

52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN

52.219-16, LIQUIDATED DAMAGES - SUBCONTRACTING PLAN

52.219-4070, PILOT MENTOR-PROTEGE PROGRAM

52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

52.223-11, OZONE-DEPLETING SUBSTANCES

52.227-3, PATENT INDEMNITY

52.230-2, COST ACCOUNTING STANDARDS

52.230-6, ADMINISTRATION OF COST ACCOUNTING STANDARDS

52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS

52.232-4087, PAYMENT UNDER WIDE AREA WORKFLOW

52.233-3, PROTEST AFTER AWARD

52.242-3, PENALTIES FOR UNALLOWABLE COSTS

52.242-4016, COMMUNICATIONS

52.242-4022, DELIVERY SCHEDULE

52.245-1, GOVERNMENT PROPERTY

52.245-9, USE AND CHARGES

52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

52.246-4028, INSPECTION AND ACCEPTANCE POINTS: ORIGIN

52.246-23, LIMITATION OF LIABILITY

52.247-17, GOVERNMENT DELAY OF WORK

52.247-30, F.O.B ORIGIN, CONTRACTOR'S FACILITY

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 39**

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

- 52.247-55, FOB POINT FOR DELIVERY OF GFP
- 52.247-60, GURANTEED SHIPPING CHARACTERISTICS
- 252.201-7000, CONTRACTING OFFICER'S REPRESENTATIVE
- 252.204-0005, PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE
- 252.204-7004, ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT
- 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
- 252.205-7000, PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
- 252.211-7007, REPORTING OF GOVERNMENT-FURNISHED PROPERTY
- 252.211-7008, USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS
- 252.219-7003, SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
- 252.223-7001, HAZARD WARNING LABELS
- 252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM
- 252.225-7001, BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
- 252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
- 252.225-7013, DUTY-FREE ENTRY
- 252.225-7016, RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
- 252.225-7048, EXPORT-CONTROLLED ITEMS
- 252.226-7001, UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
- 252.243-7001, PRICING OF CONTRACT MODIFICATIONS
- 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT
- 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
- 252.246-7003, NOTIFICATION OF POTENTIAL SAFETY ISSUES
- 252.247-7028, APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
3. Add Section C.1.0, M-ATV Hard and Soft Cargo Cover Field Service Kits (FSK)
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 Exhibits and Attachments to Section J:
- Exhibit A - CDRL A003, Technical Information
- Exhibit B - CDRL A004, IBOM
- Exhibit C - CDRL A005, Final Technical Data Submission List

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 39**

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

Exhibit D - CDRL A006, Commercial Drawings Models Lists
Exhibit E - CDRL A008, Technical Reports
Exhibit F - CDRL A009, First Article Inspection Plan
Exhibit G - CDRL A010, First Article Inspection Report
Exhibit H - CDRL A011, Manufacturing Plan
Exhibit J - CDRL A012, Physical Configuration Audit Plan
Exhibit K - CDRL A013, Conference Meeting & Agenda
Exhibit L - CDRL A014, PQDR
Exhibit M - CDRL A015, Sub-Contractor Quality Assurance Plan
Exhibit N - CDRL A016, Welding Procedures
Exhibit P - CDRL A017, Copyright Release
Exhibit Q - Attachment 11 Technical Data Package Worksheet Hard and Soft Cargo Covers
Exhibit R - Attachment 12 Metadata Attributes List Hard and Soft Cargo Covers
Attachment 0001 - Attachment 001, Advanced Collaborative Environment (ACE)
Attachment 0002 - Soft Cargo Cover Material Selection
Attachment 0003 - MRAP PCA Procedures
Attachment 0004 - Assertion of Data Rights Hard and Soft Cargo Covers

8. All other terms and conditions remain 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 HARD CARGO COVER FSK NSN: 0000-00-000-0000																																								
0001AA	<p><u>M-ATV HARD CARGO COVER FIELD SERVICE KITS</u></p> <p>COMMODITY NAME: MATV HARD CARGO COVER FSK CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M2APE17Q7 PRON AMD: 01 ACRN: AA PSC: 2320</p> <p>OSHKOSH PART # 4048783</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>W56HZV4016MTV1</td> <td>W62G2X</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>3</td> <td>30-JUN-2014</td> <td colspan="3"></td> </tr> <tr> <td>002</td> <td>297</td> <td>30-SEP-2014</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (W62G2X) XU TRANSPORTATION OFFICE SIERRA ARMY DEPOT 74 C STREET BLDG 304 HERLONG CA 96113-5520</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0012</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</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	W56HZV4016MTV1	W62G2X	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	3	30-JUN-2014				002	297	30-SEP-2014				300	EA	\$ 4,554.05000	\$ 1,366,215.00
DOC	SUPPL																																								
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																				
001	W56HZV4016MTV1	W62G2X	J		2																																				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																							
001	3	30-JUN-2014																																							
002	297	30-SEP-2014																																							

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0012 MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	be provided to Oshkosh no later than 25 days prior to the delivery date. (End of narrative F001)																																		
0002	MATV 300 SOFT CARGO COVER FSK NSN: 0000-00-000-0000																																		
0002AA	<p><u>M-ATV SOFT CARGO COVER FIELD SERVICE KITS</u></p> <p>COMMODITY NAME: MATV 300 SOFT CARGO COVER FSK CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M2APE18Q7 PRON AMD: 02 ACRN: AB PSC: 2320</p> <p>OSHKOSH PART # 4048786</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>W56HZV4016MTV2</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>30-JUN-2014</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>297</td> <td>30-SEP-2014</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (W62G2X) XU TRANSPORTATION OFFICE SIERRA ARMY DEPOT 74 C STREET BLDG 304 HERLONG CA 96113-5520</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0012</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.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W56HZV4016MTV2	W62G2X	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	3	30-JUN-2014			002	297	30-SEP-2014			300	EA	\$ 3,041.83000	\$ 912,549.00
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																															
001	W56HZV4016MTV2	W62G2X	J	2																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	3	30-JUN-2014																																	
002	297	30-SEP-2014																																	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0012 MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>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>																						
0003	EGNERNG SPRT - CARGO COVERS																						
0003AA	<p><u>ENGINEERING SUPPORT - HARD & SOFT CARGO COVERS</u></p> <p>SERVICE REQUESTED: EGNERNG SPRT - CARGO COVERS CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M2APE20Q7 PRON AMD: 01 ACRN: AC 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> DOC SUPPL <table border="1" data-bbox="264 1234 846 1283"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1" data-bbox="264 1287 846 1335"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>31-JUL-2014</td> </tr> </tbody> </table> <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-0010/0012</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001		000000			3	DEL REL CD	QUANTITY	DEL DATE	001	1	31-JUL-2014	1	LO	\$ 48,777.31000	\$ 48,777.31
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001		000000			3																		
DEL REL CD	QUANTITY	DEL DATE																					
001	1	31-JUL-2014																					
0004	ILS SUPPORT - CARGO COVERS																						
0004AA	<u>LOGISTICS SUPPORT - HARD & SOFT CARGO COVERS</u>	1	LO	\$ 97,458.69000	\$ 97,458.69																		

Name of Offeror or Contractor: OSHKOSH CORPORATION

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.0 M-ATV Hard and Soft Cargo Cover Field Service Kits

C.1.1 Engineering Design and Engineering Support

C.1.1.1 The Contractor shall procure material and utilize the necessary production efforts to manufacture and deliver 300 Mine Resistant Ambush Protected (MRAP) All Terrain Vehicle (M-ATV) Hard Cargo Cover Field Service Kits (FSK), Oshkosh Part Number 4048783 and 300 M-ATV Soft Cargo Cover FSKs, Oshkosh Part Number 4048786. The Hard and Soft Cargo Cover FSKs shall incorporate the specific features confirmed in earlier Government and Contractor engineering and design reviews conducted during activities associated with Work Directive OSK-006. The FSKs shall include all approved features noted in the Final Design Review Acceptance of the M-ATV Hard and Soft Cargo Cover Field Service Kits Procuring Contracting Officer (PCO) Letter (4 April 2013) referencing Final Design Review Slides.pdf and Post FDR Follow-up Slides 2.pdf submitted by Oshkosh 06 July 2012 and 09 August 2012 respectively via Windchill.

C.1.1.2

1. The Hard Cargo Cover FSK shall include the following features:

- a. Recessed tie downs
- b. Venting on both sides of 2.4 in2 cross sectional area
- c. Lift eye access
- d. Removable side panel with cam style half hinge design for enclosure access with RPG net
- e. 45 degree JIC fitting for AFES to reroute behind panel
- f. Rear entry handle for old and new spare tire carrier (STC)
- g. Roof structure machined from standard 4x2 aluminum extrusions
- h. 3 roof panels with 0.25 inch EPDM foam seals and foam pads
- i. RH Side only Spine Board Storage

2. The Soft Cargo Cover FSK shall include the following features:

- a. Zipper for install around antennas
- b. Rear flap zipper
- c. Boots to snap in place around STC
- d. Covered grommet venting on both sides
- e. Zipper for STC access
- f. Cinched antenna boots
- g. Lift eye access
- h. Rear entry handle for old and new STC
- i. Adjustable height 1-1/8 inch diameter steel tube (14 Ga) roof structure
- j. Material Selection: See Attachment 002

C.1.1.3 Start of Work Meeting

Within 20 business days following award, the Contractor shall hold a Start of Work Meeting (SOWM) at the Contractors facility or via teleconference with the Government IAW CDRL A013. The agenda for this meeting shall include an overview of the final design, status of material procurement of the Hard and Soft Cargo Cover FSKs, and a manufacturing/delivery plan. Except for design changes pursuant to First Article Inspection as described in E.1.1, any design changes to the FDR approved design outlined in C.1.1 shall be directed by the PCO via contractual mechanism.

C.1.1.4 Technical Data Information (TDI)

C.1.1.4.1 Within 20 business days after completion of the Installation Confirmation (IC) (as described in C.1.2.3), the Contractor shall deliver the TDI for the Hard and Soft Cargo Cover FSKs in accordance with (IAW) CDRL A003. Rights to the supporting technical information shall be as specified in the DFARS clause Rights in Technical Data Noncommercial and Commercial Items contained in this Contract (DFARS 252.227-7013 and 252.227-7015). The Contractor shall submit an Indentured Bill of Material (IBoM) IAW CDRL A004. The Contractor shall submit supporting technical information in accordance with CDRLs A005 and A006.

C.1.1.4.2 All product drawings and 2D-3D CAD models created under this SOW shall provide necessary design, engineering, manufacturing, and quality assurance requirements information required to enable the Government to procure or manufacture an interchangeable item that duplicates the physical, mechanical, electrical, software human, and performance characteristics of the original product, without additional design engineering effort or recourse to the original design activity. Product drawings and CAD 2D-3D models shall reflect the level of design maturity, revision level and baseline design that the item has attained at the appropriate configuration item lifecycle phase.

The Contractor shall provide supporting technical information will be provided the Government to the extent permitted under the Contractors data rights assertions.

C.1.2 Integrated Logistics Support

Name of Offeror or Contractor: OSHKOSH CORPORATION

C.1.2.1 The kits shall be identified as Oshkosh Part Numbers

1. Hard Cover FSK: 4048783
2. Soft Cover FSK: 4048786

C.1.2.2 Installation Instructions:

C.1.2.2.1 The Contractor shall develop, in Contractor format, installation instructions IAW CDRL A008 that document procedures for the installation of the Hard and Soft Cargo Cover FSKs. The Contractor shall develop installation instructions as standalone documents that do not reference any other material. The Contractor shall develop one set of installation instructions specifically for the hard cargo cover FSK and one set specifically for the soft cargo cover FSK.

C.1.2.2.2 All publications developed under this Delivery Order shall become property of the Government and are not subject to copyright by the Contractor. The Contractor shall deliver the install instructions IAW CDRL A008. A set of hard copy installation instructions shall be delivered in each FSK package.

C.1.2.2.3 The installation instructions shall include all special tools, equipment, and consumable material to be utilized in the initial set up. The Contractor shall develop a torque table of all hardware required for the FSK and include it in the installation instructions. The Contractor shall identify all torque specifications in the appropriate steps of the installation instructions. All photographs, line drawings, and illustrations included in the installation instruction shall be of a Commercial off the Shelf (COTS) format.

C.1.2.2.4 The Contractor shall deliver draft installation instructions to the Government via Windchill ten (10) business days prior to Installation Confirmation (IC) (as described in C.1.2.3) IAW CDRL A008.

C.1.2.2.5 The Contractor shall incorporate all required changes identified during the IC into the installation instructions prior to final submission to the Government. The Contractor shall incorporate these changes at no additional charge to the Government.

C.1.2.2.6 Following the conclusion of the IC, the Contractor shall submit a revised installation instruction containing all required changes to the Government within ten (10) business days following completion of the IC. The Contractor shall submit this revision via Windchill. The Government representatives from the IC shall review the revision and sign off on the submission within 10 business days of receipt. If further corrections are required, the Government representative shall submit the corrections through Government Contracts to the Contractor via PCO letter. The Contractor shall make the necessary corrections and resubmit the revision via Windchill within ten (10) business days of PCO notification of the requested change. The Government representative from the IC shall review the revision and, if approved, sign off on the submission within five (5) business days of receipt. The Contractor shall submit the final installation instruction to the Government via Windchill IAW CDRL A008.

C.1.2.3 Installation Confirmation

C.1.2.3.1 The Contractor shall conduct a joint review of the FSK and installation instructions with a Government representative. This review is called Installation Confirmation (IC). The purpose of the IC is to confirm the completeness of the delivered FSK and installation instructions developed by the Contractor. The IC shall occur at the Contractors facility. The IC shall be completed prior to the delivery of production FSKs to the Government.

C.1.2.3.2 The Contractor shall provide notice of the IC to the PCO and Contacting Officers Representative (COR) no later than ten (10) business days prior to the scheduled date of the IC. The Government may participate in the IC. If the Government does not appoint a representative to attend the IC within five (5) days prior to the event, the Contractor shall proceed with the IC without a Government representative present. If the Government does not participate in the IC, the Contractor shall certify, via formal communication to the Government PCO, that the installation instructions have been reviewed no later than 5 business days following the conclusion of the IC.

C.1.2.3.3 The Contractor shall identify the quantity of FSKs required to conduct the IC twenty (20) business days following Delivery Order award. The Government will authorize the Contractor to retain the requested quantity of FSKs from the production line in support of the IC IAW the Delivery Order requirements. The authorized FSKs will be provided as Government Furnished Equipment (GFE).

The Government will provide two (2) M1240A1 M-ATV Vehicle Variants, in proper working configuration, within 20 business days after award, to be utilized for all IC efforts so Hard and Soft IC can be completed in parallel.

Disposition Instructions for the all GFE and obsolete hardware removed during the IC will be provided to the Contractor five (5) business days prior to the scheduled IC.

C.1.2.3.4 The Contractor shall provide all personnel, equipment, and consumables required for the IC at the review location. The Contractor shall provide the installation, logistics, and engineering personnel it determines necessary to support the IC.

C.1.2.3.5 The Government may conduct a time study of the installation process in support of retrofit planning.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 39
	PIIN/SIIN W56HZV-12-G-0010/0012 MOD/AMD	

Name of Offeror or Contractor: OSHKOSH CORPORATION

C.1.2.3.6 Prior to the physical installation of the FSK during the IC, the Contractor shall hold a meeting to discuss expectations and timelines for the IC and revision of installation instructions. This meeting shall include all personnel involved including Contractor representatives, Government representatives, and installers.

C.1.2.3.7 At the conclusion of the IC, the Contractor shall hold a meeting to review the findings, any modifications to the installation instruction and any and all taskers. The Government will track these taskers and host a teleconference with the Contractor within twenty (20) business days of the IC to review and close all applicable taskers. The PCO or Contacting Officers Representative (COR) will notify the Contractor of the IC closure within five (5) business days of IC tasker teleconference.

C.1.2.3.8 The Contractor shall maintain records of the IC that document the IC date, all findings, notes, and all recorded corrective actions, for the life of the contract. These records shall be made available to the Government, upon request for examination, for the life of the contract.

C.1.3 Copyrights

C.1.3.1 When the Contractor uses data which covers a subcontractors commercial 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 with the subcontractor to determine if there are acceptable terms for transferring such rights into a licensing agreement with the subcontractor.

C.1.3.2 For any copyrighted material developed exclusively by the Prime contractor the Contractor shall provide a copyright release letter, IAW CDRL A017. This letter shall be on company letterhead, dated and signed by a corporate officer and shall give the government the right to edit, reprint and distribute information in the manual as required.

*** END OF NARRATIVE C0001 ***

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

Page 13 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 1

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

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

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

Page 14 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, 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 materiel will not identify the nature of the materiel. 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.

(h) 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) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(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.

(4) 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.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All 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 ISPM-15 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.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: NONE

[End of Clause]

D.1.0 Packaging, Handling, Storage and Transportation

D.1.1 The Contractor shall package each Hard Cargo Cover FSK and Soft Cargo Cover FSK independently. Each kit shall contain all required hardware and technical installation instructions necessary to effectively integrate the Hard Cargo Cover FSK or Soft Cargo Cover FSK on an M-ATV M1240A1.

D.1.2 The Contractor shall identify the Hard Cargo Cover FSK by a specific part number and shall assign independent part numbers for all individual items of that FSK. The Contractor shall identify the Soft Cargo Cover FSK by a specific part number, and shall assign independent part numbers for all individual items of that FSK. The Contractor shall identify all items that constitute a Hard Cargo

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-G-0010/0012 MOD/AMD	Page 15 of 39
---------------------------	---	----------------------

Name of Offeror or Contractor: OSHKOSH CORPORATION

Cover FSK and a Soft Cargo Cover FSK in two separate Indentured Bill of Materials (IBOM) IAW CDRL A004. The Contractor shall ensure that parts are capable of being provisioned independent of their respective FSK packages.

D.1.3 Packaging shall be IAW best commercial practices.

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.1.4 Logistics Management Information (LMI)

D.1.4.1 The Contractor shall provide documentation for the M-ATV M1240A1 Hard and Soft Cargo Covers 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 16 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4025 (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]

2	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]

3	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
---	------------------------	--	----------

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

Page 17 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

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 First Article Inspection is 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 PCO and Production/Quality Manager a minimum of fifteen (15) business days prior to conducting the FAI. Failure to notify the Government within the time limit may 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 shall conduct the FAI and notify 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 requirements. The Contractor shall bear financial responsibility for any delays in schedule as a result of the Contractor's failure to identify the components requiring FAI. The Contractor shall inspect and validate the First Article components IAW 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. 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 First Article Inspection Plan

Prior to the beginning of the FAI, the Contractor shall prepare and submit for Government approval, a recommended inspection plan for the First Article item(s) to include items identified in IAW CDRL A009. 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. A dimensional inspection that validates all components conform to the drawing

E.1.3 FAI Report

The Contractor shall submit the FAI Reports within ten (10) business days of FAI completion. Reports shall be identified Hard Cargo Cover FSK FAI and Soft Cargo Cover FSK FAI. The FAI reports shall include part number drawings and Quality Assurance requirements. The Contractor shall prepare FAI reports IAW CDRL A010. 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 reports.

E.1.4 Conditional Acceptance of Components pending FAI Completion

When the Contractor has successfully completed FAI, it may provide production FSK for acceptance providing:

- 1.The Contractor agrees to successfully complete all of the FAI inspections and validations; and
- 2.The Contractor corrects all deficiencies or discrepancies in delivered FSK identified during the FAI inspections, at no additional cost to the Government.

E.1.5 Disapproval

The Government may disapprove a FAI if it is not completed IAW the FAI plan (C.1.3.2) or if discrepancies or deficiencies are found during FAI. If the FAI is disapproved by the Government, the Contractor shall repeat the disapproved portion of the FAI; this may be the

Name of Offeror or Contractor: OSHKOSH CORPORATION

entire FAI. If the Government requests additional inspections, the Contractor shall make any necessary changes, modifications or repairs to the First Article item or select another First Article item for inspection. All costs related to these re-inspections shall 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 will 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 or discrepancies after conditional acceptance.

E.1.6 Changes

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

E.1.6.1 Costs of 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 FSK design shall be borne by the Government.

E.1.6.2 If not otherwise specified in the applicable specification or elsewhere in this Contract, the First Article shall be taken from one of the first ten (10) units produced for this Contract. In the event that the first ten (10) units of a lot are not available, the Government will 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 (from the production quantity) for the commencement of FAI.

E.1.7 First Article Inspection 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 has 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 First Article Inspection is required. To obtain 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 a Manufacturing Plan thirty (30) business days prior to manufacturing or production. The Contractor shall notify the Government of any changes, IAW CDRL A011. The following factors shall be addressed in the plan: production process planning; identification of the production process sequence and critical control points; the interrelated lead-times between the control points; manpower utilization, tooling and facilities plans; current and expected workload during the Delivery Order performance period; the material requirements planning process to be used; copies of welding procedures and welders certifications. Further updates are required if any of the critical process characteristics change as a result of the planning process. Examples of such changes are: changing a critical process method; changing the subcontracted effort; changing the share of work performed at subcontractors; and depot or the system integrator.

E.1.9 Physical Configuration Audit (PCA).

A PCA shall be conducted per CDRL A012 to establish the FSK baseline configuration no later than forty (40) business days after receipt of GFE FSKs. The Government will provide the Contractor with an outline of the requirements for the PCA. The Contractor shall provide a completed PCA Plan IAW CDRL A012. The PCA agenda will be provided IAW CDRL A003. Any findings, attributed to deficient workmanship and/or production conformance that require corrective actions, resulting from the PCA, shall be the responsibility of the Contractor. The Contractor shall compare the selected FSK the design documentation (IBOM and TDP) to assure the FSK conforms to the documentation.

E.1.10 Welding**E.1.10.1 Welding Design**

In performance of this Delivery Order, the Contractor 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.1.10.2 Welding Procedures

Prior to manufacturing or production, the Contractor shall provide 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. The Contractor shall provide a written procedure to identify the proper technique and approach for welding repair to correct defective product for Governmental approval. Any changes to the welding procedures after Delivery Order award and subsequent testing shall be considered a Class I ECP and require Government approval. All Weld Procedure Specifications and Production

Name of Offeror or Contractor: OSHKOSH CORPORATION

Qualification Records shall be available for review.

E.1.10.3 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 IAW the requirements of AWS and GCVWC. Copies of welder certifications shall be submitted with the Contractors Manufacturing Plan.

E.1.10.4 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 supplier quality system and weld processes to verify its capability of producing acceptable welds. The Government reserves the right to approve/or disapprove the use of any and all such alternative weld standards and specifications. The demonstrated equivalent shall be verified by the Contractor prior to fabrication of any production weldment.

E.1.10.5 Previously Qualified Procedures

If the Contractor previously qualified welding procedures under another Department of Defense (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) A favorable quality history exists. 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 A016.

E.1.10.6 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.1.10.7 Visual Weld Inspection

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

1. Current or previous certification as an AWS Certified Welding Inspector;
2. Current or previous certification by the Canadian Welding Bureau (CWB); or
3. Inspection performed by an engineer or technician who the Contractor deems qualified 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.1.11 Chemical Agent Resistant Coating (CARC)

CARC paint shall be as described in the Performance Specification MIL-DTL-53072C. For surfaces that exceed 400 degrees F, CARC shall not be used; a commercial high heat paint or paint meeting MIL-B-14105 shall be used. Adhesion testing shall be performed on a completely cured CARC finish on the completed component.

E.1.12 Armor Component Traceability

The Contractor shall maintain records for the design life of that component/assembly of each armor component (opaque and transparent) 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; and
8. Part Number.

E.1.13 Product Quality Deficiency Reports (PQDR)

E.1.13.1 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 at no additional cost to the Government. There shall be no additional cost to the Government for replacement of parts or components determined to be deficient or attributable to workmanship/product

Name of Offeror or Contractor: OSHKOSH CORPORATION

nonconformance. All PQDRs will be submitted for Contractor response through ACE, the PCO, or her or her authorized representative. The Contractor shall notify the PCO or his or her authorized representative, within five (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 PQDR exhibit(s) to its (their) designated location attributed to deficient workmanship/product conformance.

E.1.13.2 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 A014 per DI-QCIC-80736.

E.1.14 Quality Records**E.1.14.1 Quality Records**

All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the Contractor for a period of five (5) years after Contract close-out. These records shall be made available 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.1.14.2 Quality Management System

The Contractor's quality management system shall document and verify its 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 shall 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.1.14.2.1 The Contractor shall establish a Material Review Board (MRB) that includes the on-site Government representative. This MRB 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.1.14.2.2 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 it has eliminated and corrected all assignable causes of variance or omitted processes (or process steps). 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.1.14.2.3 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.1.14.2.4 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 shall not be subjected to MRB disposition.

E.1.14.2.5 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.1.15 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 A015.

E.1.15.1 Sub-Contractor/ Supplier Quality Documentation

Prime Contractor's documentation and acceptance of the subcontractor quality assurance system and control plans shall be made available upon Government request. 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.

E.1.16 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 manufacturing process. In the event the Government finds that a component or system fails to meet the drawing or specification requirements during the manufacturing process or later, the Contractor, at no additional cost to the Government, shall correct the deficiencies of all affected FSKs delivered under this Contract.

Name of Offeror or Contractor: OSHKOSH CORPORATION

2. In the event the Contractor discovers the failure, it shall notify the Government of the deficiency or failure within 48 hours. Notification shall consist of the date of the deficiency or failure, nature of failure, vehicles effective range, and any safety impact and the potential correction.

3. The Contractor shall provide a detailed corrective action plan for eliminating the deficiencies and their associated root causes. The Contractor shall be responsible for all costs associated with re-inspection and associated testing to validate its corrective action plan. The Contractor, when directed by the PCO, shall be required to retrofit all end items covered under this Contract attributed to deficient workmanship or product configuration issues.

E.1.17 Control Plan

The Contractor shall develop and maintain process control plans that ensure compliance with the requirements in this contract. This plan must encompass the entire production system. The Contractor shall develop a plan that indicates the sequence/operation of manufacturing components. This plan shall encompass all special or key characteristics, whether identified by the customer (for example Key Product Parameters) or the Contractor, must be used in the development of the control points. The plan must also include specific response plans when any undesirable measurement results are obtained. The response plans, in conjunction with the inspection/test frequency, shall ensure no 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 shall 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.1.17.1 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.1.18 Quality Inspection Equipment (QIE)

Except as otherwise expressly provided under this Contract, the Contractor shall supply and maintain of all inspection and test equipment necessary to ensure that material and supplies involved in the production and assembly of the M-ATV FSK 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.1.19 Quality Assurance**E.1.19.1 Quality Assurance Program Plan (QAPP)**

The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to Contract 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 FSK in order to satisfy the Contract quality requirements; no third party certification is required.

E.1.20 Inspection**E.1.20.1 In-Process Inspection**

In-process inspection shall be incorporated into the Contractor and subcontractors overall quality system IAW TS16949:2002, Quality management systems or equivalent.

E.1.20.2 Inspection Records

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

E.1.20.3 Drawings for Inspection

The Contractor shall make drawings available to the Government upon request for inspection.

E.1.21 Higher-Level Contract Quality Requirement.

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.

Name of Offeror or Contractor: OSHKOSH CORPORATION

(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

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 NARRATIVE E0001 ***

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

Page 23 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

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	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
----------	-----	--

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

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

(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	DELIVERY DATE
0001AA	3	30 JUN 2014
0001AA	297	30 SEP 2014
0002AA	3	30 JUN 2014
0002AA	297	30 SEP 2014

[End of Clause]

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

Page 24 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

6

52.247-60
(WARREN)

GUARANTEED SHIPPING CHARACTERISTICS

APR/2014

(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:

Hard Cargo Covers - 1 Kit = 2 Boxes

(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:

BOX # 1: 58 (Length), x 48 (Width), x 16 (Height) = 25.33 Cubic Ft;BOX # 2: 70 (Length), x 16 (Width), x 10 (Height) = 6.48 Cubic Ft;(iv) Number of items per container 1 Kit each per 2 containers;(v) Gross weight of container and contents Box # 1 150 Lbs; Box # 2 100 Lbs(vi) Palletized/skidded X Yes ____ No;(vii) Number of containers per pallet/skid Box # 1 = 4 per pallet. Box # 2 = 4 per pallet_____;(viii) Weight of empty pallet bottom/skid and sides Both are 40 Lbs;(ix) Size of pallet/skid and contents Pallet # 1 is 58"x 48" x 76" ____ Lbs* Cube _____;Pallet # 2 is 70" x 16" x 52"

Soft Cargo Covers

(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 32 (Width), x 24 (Height) = 17.77 Cubic Ft;(iv) Number of items per container 1 Kit ;(v) Gross weight of container and contents 175 Lbs(vi) Palletized/skidded X Yes ____ No;(vii) Number of containers per pallet/skid 3_____;(viii) Weight of empty pallet bottom/skid and sides 40 Lbs;(ix) Size of pallet/skid and contents 445 Lbs* Cube 53.31 cubic feet_;

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation

Name of Offeror or Contractor: OSHKOSH CORPORATION

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)

F.1.0 Delivery

Approval for delivery of the production M-ATV Hard Cargo Cover FSKs and M-ATV Soft Cargo Cover FSKs will be based on the completion of the Contractors IC of FSK installation instructions and successful completion of the First Article Inspection requirements IAW E.1.1. All KITS are to be shipped to Sierra Army Depot (SIAD) in California. A Transportation Authority Code (TAC) will be provided by the Government via PCO letter, 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	PRON/ AMS CD/ MIPR/ <u>GFEBs ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	OBLIGATED <u>AMOUNT</u>
0001AA	2M2APE17Q7	2	S.0014336.6.17	AA	\$ 1,366,215.00
0002AA	2M2APE18Q7	2	S.0014336.6.18	AB	\$ 912,549.00
0003AA	2M2APE20Q7	2	S.0014336.6.21	AC	\$ 48,777.31
0004AA	2M2APE20Q7	2	S.0014336.6.21	AC	\$ 97,458.69
TOTAL					\$ 2,425,000.00

ACRN	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
AA	021 201220142035 A5XDU D03002ARJT7 3101 L035381457 S.0014336.6.17	021001 \$ 1,366,215.00
AB	021 201220142035 A5XDU D03002ARJT7 3101 L035381762 S.0014336.6.18	021001 \$ 912,549.00
AC	021 201220142035 A5XDU D03002ARJT7 2571 L035603127 S.0014336.6.21	021001 \$ 146,236.00
TOTAL		\$ 2,425,000.00

LINE	ACRN	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	OBLIGATED
0001AA	AA	021 201220142035 A5XDU D03002ARJT7 3101 L035381457 S.0014336.6.17	021001
0002AA	AB	021 201220142035 A5XDU D03002ARJT7 3101 L035381762 S.0014336.6.18	021001
0003AA	AC	021 201220142035 A5XDU D03002ARJT7 2571 L035603127 S.0014336.6.21	021001
0004AA	AC	021 201220142035 A5XDU D03002ARJT7 2571 L035603127 S.0014336.6.21	021001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.242-4016	COMMUNICATIONS	FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Jason Foster
E-mail: jason.e.foster14.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: TBD
E-mail: TBD

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

2	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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 27 of 39**

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

ACRN with the same cancellation date.

[End of Clause]

3

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.

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-0010/0012

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	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
5	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
6	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
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	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
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	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
17	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
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	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
21	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
22	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
23	252.225-7013	DUTY-FREE ENTRY	OCT/2013
24	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
25	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
26	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
27	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
28	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
29	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
30	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
31	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
32	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
33	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
34	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
35	52.219-9 (DEV 2013-00014)	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014)	AUG/2013

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

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

Page 29 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for

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

Page 30 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting

Name of Offeror or Contractor: OSHKOSH CORPORATION

shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists

Name of Offeror or Contractor: OSHKOSH CORPORATION

of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 33 of 39**

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 34 of 39**

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

36

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 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)	

(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)

37

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.

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

Page 35 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

(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

Contains (or manufactured with, if applicable) * _____, 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)

38

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.

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

Page 36 of 39

PIIN/SIIN W56HZV-12-G-0010/0012

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

(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 subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

39 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013- AUG/2013
(DEV 2013- 00014)
00014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 38 of 39****PIIN/SIIN** W56HZV-12-G-0010/0012**MOD/AMD****Name of Offeror or Contractor:** OSHKOSH CORPORATION

owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<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 39 of 39**

PIIN/SIIN W56HZV-12-G-0010/0012

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 TECHNICAL INFORMATION	29-MAY-2013	001	EMAIL
Exhibit B	CDRL A004 IBOM	31-MAY-2013	001	EMAIL
Exhibit C	CDRL A005 FINAL TECHNICAL DATA SUBMISSION LIST	31-MAY-2013	001	EMAIL
Exhibit D	CDRL A006 COMMERCIAL DRAWINGS MODELS LISTS	31-MAY-2013	001	EMAIL
Exhibit E	CDRL A008 TECHNICAL REPORTS	28-MAY-2013	001	EMAIL
Exhibit F	CDRL A009 FIRST ARTICLE INSPECTION PLAN	31-MAY-2013	001	EMAIL
Exhibit G	CDRL A010 FIRST ARTICLE INSPECTION REPORT	31-MAY-2013	002	EMAIL
Exhibit H	CDRL A011 MANUFACTURING PLAN	31-MAY-2013	001	EMAIL
Exhibit J	CDRL A012 PHYSICAL CONFIGURATION AUDIT PLAN	31-MAY-2013	001	EMAIL
Exhibit K	CDRL A013 CONFERENCE MEETING & AGENDA	16-JUL-2013	001	EMAIL
Exhibit L	CDRL A014 PQDR			
Exhibit M	CDRL A015 SUB-CONTRACTOR QUALITY ASSURANCE PLAN	31-MAY-2013	001	EMAIL
Exhibit N	CDRL A016 WELDING PROCEDURES	31-MAY-2013	001	EMAIL
Exhibit P	CDRL A017 COPYRIGHT RELEASE	31-MAY-2013	001	EMAIL
Exhibit Q	ATTACHMENT 11 TECHNICAL DATA PACKAGE WORKSHEET HARD AND SOFT CARGO COVERS	19-SEP-2013	001	EMAIL
Exhibit R	ATTACHMENT 12 METADATA ATTRIBUTES LIST HARD AND SOFT CARGO COVERS	19-SEP-2013	008	EMAIL
Attachment 0001	ATTACHMENT 001 - ADVANCED COLLABORATIVE ENVIRONMENT (ACE)	10-OCT-2012	001	EMAIL
Attachment 0002	SOFT CARGO COVER MATERIAL SELECTION	30-APR-2013	001	EMAIL
Attachment 0003	MRAP PCA PROCEDURES	30-APR-2013	007	EMAIL
Attachment 0004	ASSERTION OF DATA RIGHTS HARD AND SOFT CARGO COVERS	22-OCT-2013	002	EMAIL