

|                                     |                                      |                 |                        |                            |
|-------------------------------------|--------------------------------------|-----------------|------------------------|----------------------------|
| 2. Contract No.<br>W56HZV-04-C-0237 | 3. Award/Effective Date<br>2004APR16 | 4. Order Number | 5. Solicitation Number | 6. Solicitation Issue Date |
|-------------------------------------|--------------------------------------|-----------------|------------------------|----------------------------|

|                                       |                         |   |                              |
|---------------------------------------|-------------------------|---|------------------------------|
| 7. For Solicitation Information Call: | A. Name<br>KELVIN MAGEE | B. Telephone Number (No Collect Calls)<br>(586)753-2086 | 8. Offer Due Date/Local Time |
|---------------------------------------|-------------------------|---|------------------------------|

|   |                |  |  |                    |
|---|----------------|--|--|--------------------|
| 9. Issued By<br>TACOM WARREN BLDG 231<br>SFAE-GCS-W-BCTP<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br>e-mail: MAGEEK@TACOM.ARMY.MIL | Code<br>W56HZV | 10. This Acquisition Is<br><input checked="" type="checkbox"/> Unrestricted<br><input type="checkbox"/> Set Aside: % For<br><br><input type="checkbox"/> Small Business<br><input type="checkbox"/> Hubzone Small Business<br><input type="checkbox"/> 8(A)<br>NAICS: 336112<br>Size Standard: | 11. Delivery For FOB Destination Unless Block Is Marked<br><input checked="" type="checkbox"/> See Schedule<br><br><input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)<br><br>13b. Rating DOA4 | 12. Discount Terms |
|   |                | 14. Method Of Solicitation<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP   |  |                    |

|                                |      |  |                |
|--------------------------------|------|--|----------------|
| 15. Deliver To<br>SEE SCHEDULE | Code | 16. Administered By<br>DCMA INDIANAPOLIS<br>EMMETT J. BEAN CENTER<br>8899 E. 56TH ST.<br>INDIANAPOLIS, IN 46249-5701 | Code<br>S1501A |
|--------------------------------|------|--|----------------|

|   |               |          |  |                |
|---|---------------|----------|--|----------------|
| 17. Contractor/Offeror<br>AM GENERAL LLC<br>105 N NILES AVE<br>SOUTH BEND, IN. 46617-7025 | Code<br>OH3G6 | Facility | 18a. Payment Will Be Made By<br>DFAS - COLUMBUS CENTER<br>DFAS-CO/NORTH ENTITLEMENT OPERATION<br>P.O. BOX 182266<br>COLUMBUS OH 43218-2266 | Code<br>HQ0337 |
|---|---------------|----------|--|----------------|

|  |   |
|--|---|
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked<br><input type="checkbox"/> See Addendum |
|--|---|

| 19. Item No.   | 20. Schedule Of Supplies/Services | 21. Quantity | 22. Unit | 23. Unit Price | 24. Amount |
|--|-----------------------------------|--------------|----------|----------------|------------|
|  | SEE SCHEDULE                      |              |          |                |            |
| (Use Reverse and/or Attach Additional Sheets As Necessary) |                                   |              |          |                |            |

|  |   |
|--|---|
| 25. Accounting And Appropriation Data<br>ACRN: AA 21 32033000035R5R07P31107131E9 S20113 W56HZV | 26. Total Award Amount (For Govt. Use Only)<br>\$2,114,097.56 |
|--|---|

|  |  |
|--|--|
| <input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.            |
| <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda   | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. |

|  |   |
|--|---|
| <input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | <input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: |
|--|---|

|   |  |   |                  |
|---|--|---|------------------|
| 30a. Signature Of Offeror/Contractor          | 31a. United States Of America (Signature Of Contracting Officer) |   |                  |
| 30b. Name And Title Of Signer (Type Or Print) | 30c. Date Signed   | 31b. Name Of Contracting Officer (Type Or Print)<br>SANDRA E. MCCARROLL /SIGNED/<br>MCCARROS@TACOM.ARMY.MIL (586)753-2072 | 31c. Date Signed |

| 19.<br>Item No. | 20.<br>Schedule Of Supplies/Services | 21.<br>Quantity | 22.<br>Unit | 23.<br>Unit Price | 24.<br>Amount |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. Signature Of Authorized Government Representative | 32c. Date | 32d. Printed Name and Title of Authorized Government Representative |
|--|-----------|---|

|  |   |
|--|---|
| 32e. Mailing Address of Authorized Government Representative | 32f. Telephone Number of Authorized Government Representative |
|  | 32g. E-Mail of Authorized Government Representative           |

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. Ship Number<br><input type="checkbox"/> Partial <input type="checkbox"/> Final | 34. Voucher Number | 35. Amount Verified Correct For | 36. Payment<br><input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | 37. Check Number |
|--|--------------------|---------------------------------|--|------------------|

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

|   |                          |
|---|--------------------------|
| 41a. I Certify This Account Is Correct And Proper For Payment | 42a. Received By (Print) |
| 41b. Signature And Title Of Certifying Officer                |                          |
| 42b. Received At (Location)                                   |                          |
| 42c. Date Rec'd (YY/MM/DD)                                    | 42d. Total Containers    |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 33**

PIIN/SIIN W56HZV-04-C-0237

MOD/AMD

**Name of Offeror or Contractor:** AM GENERAL LLC

## SUPPLEMENTAL INFORMATION

|   | <u>Regulatory Cite</u> | <u>Title</u>        | <u>Date</u> |
|---|------------------------|---------------------|-------------|
| 1 | 52.204-4850<br>(TACOM) | ACCEPTANCE APPENDIX | FEB/2002    |

(a) Contract Number W56HZV-04-C-0237 is awarded to AM GENERAL. The Government accepts your proposal 04-017M/L dated FEB 6, 2004 in response to TACOM RFP datd JAN 28, 2004, Transportation for ICLS Contractor Personnel in Support of 2nd Styker Brigade Combat Team (1/25th Infantry Division).

(b) The contractor, in its proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4028, INSPECTION POINT:

(FOR CLINs 0001AA, 0001AB and 0001AC)  
AM GENERAL  
13200 McKinley Highway  
Mishawaka, IN. 46544

(FOR CLIN 0001AD)  
AM GENERAL  
31744 Enterprise Drive  
Livonia, MI. 48151

Shipping Characteristics: N/A

Others: N/A

(c) Any attachment not included with this document will be provided by TACOM-Warren directly to the Administrative Contracting Officer (ACO) via E-Mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy can request it by sending an e-mail message to the buyer listed on the front page of this contract.

[End of Clause]

|   |                        |                                     |          |
|---|------------------------|-------------------------------------|----------|
| 2 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |
|---|------------------------|-------------------------------------|----------|

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

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

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

|  |  |                            |
|--|--|----------------------------|
| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0237 <b>MOD/AMD</b> | <b>Page</b> 3 <b>of</b> 33 |
| <b>Name of Offeror or Contractor:</b> AM GENERAL LLC |  |                            |

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: AM GENERAL LLC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT       | UNIT PRICE | AMOUNT   |        |         |    |            |        |         |   |            |        |      |   |            |        |   |   |            |  |  |  |  |
|---------|--|----------|------------|------------|----------|--------|---------|----|------------|--------|---------|---|------------|--------|------|---|------------|--------|---|---|------------|--|--|--|--|
| 0001    | <p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NSN: 9999-99-999-9999<br/>                     SECURITY CLASS: Unclassified</p> <p>NOTES: AM General's "Master" Small Business Subcontracting Plan dated August 13, 2002 applies to this contract.</p> <p>THE FOLLOWING DELIVERY SCHEDULE APPLIES TO THIS CONTRACT:</p> <table border="1" data-bbox="272 678 824 806"> <thead> <tr> <th>CLIN</th> <th>VEHICLE</th> <th>QTY</th> <th>DELIVERY</th> </tr> </thead> <tbody> <tr> <td>0001AA</td> <td>M1097A2</td> <td>12</td> <td>10/29/2004</td> </tr> <tr> <td>0001AB</td> <td>M1097A2</td> <td>8</td> <td>10/29/2004</td> </tr> <tr> <td>0001AC</td> <td>M113</td> <td>7</td> <td>10/29/2004</td> </tr> <tr> <td>0001AD</td> <td>*</td> <td>7</td> <td>12/17/2004</td> </tr> </tbody> </table> <p>* MOD 2-MAN HARD TOP mounted on CLIN 0001AC M113s</p> <p>ANY CHANGES TO THE DELIVERY SCHEDULE WILL BE BY MUTUAL AGREEMENT OF THE PARTIES AND INCORPORATED BY A BI-LATERAL CONTRACT MODIFICATION.</p> <p>ADDITIONAL NOTES:</p> <p>FAR 52.246-4025(d), HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT - TACOM QUALITY SYSTEM (OCT 1997), paragraph (b), AM GENERAL quality system is assessed under the HMMWV Production Contract DAAE07-01-C-S001.</p> <p>Page 16, Clause E4, FINAL INSPECTION, paragraph b, The FIR characteristics, procedures and the Technical Data Package (TDP) are established and approved under HMMWV Production Contract DAAE07-01-C-S001.</p> <p>DFARS 252.211-7005 - Substitution for Military or Federal Specifications and Standards: All SPIs are submitted under HMMWV Production Contract DAAE07-01-C-S001 for approval.</p> <p>FAR 52.223-4000 (c) - Environmental, Safety, and Energy Standards and Regulations: Any notification would be furnished and any incorporation of changes would be approved under HMMWV Production Contract DAAE07-01-C-S001.</p> <p>Page 29 - Clause 1 (c) - Taxes: Quarterly reports are submitted under our HMMWV Production Contract DAAE07-01-C-S001.</p> <p>(End of narrative A001)</p> | CLIN     | VEHICLE    | QTY        | DELIVERY | 0001AA | M1097A2 | 12 | 10/29/2004 | 0001AB | M1097A2 | 8 | 10/29/2004 | 0001AC | M113 | 7 | 10/29/2004 | 0001AD | * | 7 | 12/17/2004 |  |  |  |  |
| CLIN    | VEHICLE  | QTY      | DELIVERY   |            |          |        |         |    |            |        |         |   |            |        |      |   |            |        |   |   |            |  |  |  |  |
| 0001AA  | M1097A2  | 12       | 10/29/2004 |            |          |        |         |    |            |        |         |   |            |        |      |   |            |        |   |   |            |  |  |  |  |
| 0001AB  | M1097A2  | 8        | 10/29/2004 |            |          |        |         |    |            |        |         |   |            |        |      |   |            |        |   |   |            |  |  |  |  |
| 0001AC  | M113   | 7        | 10/29/2004 |            |          |        |         |    |            |        |         |   |            |        |      |   |            |        |   |   |            |  |  |  |  |
| 0001AD  | *  | 7        | 12/17/2004 |            |          |        |         |    |            |        |         |   |            |        |      |   |            |        |   |   |            |  |  |  |  |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0237 MOD/AMD

Name of Offeror or Contractor: AM GENERAL LLC

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE      | AMOUNT        |
|---------|---|----------|------|-----------------|---------------|
| 0001AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE:<br/>                     Firm-Fixed-Price<br/>                     NOUN: COMM SPT VEHICLE #M1097A2<br/>                     PRON: X13GX343X1 PRON AMD: 03 ACRN: AA<br/>                     AMS CD: 31107180008</p> <p>NSN: 2320-01-380-8604<br/>                     FET<br/>                     Rear Seats<br/>                     4 Door Hard Top<br/>                     Closure Kit<br/>                     Cargo Cover - Tan<br/>                     686 Tan Paint<br/>                     4 lb. Countermine Kit<br/>                     Underbody Protection<br/>                     TCM Relocation<br/>                     Operators Manual<br/>                     Overpack Cover<br/>                     Estimated ECPs through October<br/> <u>No SINGARDS power cable</u></p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     001 W909534016H343 Y00000 M 2<br/> <u>PROJ CD BRK BLK PT</u><br/>                     EAL<br/> <u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 12 29-OCT-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 12       | EA   | \$ 75,537.18000 | \$ 906,446.16 |
| 0001AB  | <p><u>PRODUCTION QUANTITY</u></p>   | 8        | EA   | \$ 76,959.25000 | \$ 615,674.00 |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0237 MOD/AMD

Name of Offeror or Contractor: AM GENERAL LLC

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE      | AMOUNT        |
|---------|---|----------|------|-----------------|---------------|
|         | <p>CLIN CONTRACT TYPE:<br/>                     Firm-Fixed-Price<br/>                     NOUN: COMM SPT VEH MODEL# M1097A2<br/>                     PRON: X13GX350X1 PRON AMD: 02 ACRN: AA<br/>                     AMS CD: 31107180008</p> <p>NSN: 2320-01-380-8604<br/>                     FET<br/>                     Electric Winch (12,000 lbs)<br/>                     2 Man Hard Top<br/>                     Troop Seat - Tan<br/>                     Troop Area Soft Top - Tan<br/>                     686 Tan Paint<br/>                     4 lb. Countermine Kit<br/>                     Underbody Protection<br/>                     TCM Relocation<br/>                     Operators Manual<br/>                     Overpack Cover<br/>                     Estimated ECPs through October<br/> <u>No SINGARDS power cable</u></p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     001 W909534041H350 Y00000 M 2<br/> <u>PROJ CD BRK BLK PT</u><br/>                     EAL<br/> <u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 8 29-OCT-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 7        | EA   | \$ 74,982.92000 | \$ 524,880.44 |
| 0001AC  | <p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE:<br/>                     Firm-Fixed-Price<br/>                     NOUN: COMM SPT VEH/MODEL# M1113<br/>                     PRON: X13GX351X1 PRON AMD: 03 ACRN: AA<br/>                     AMS CD: 31107180008</p>  |          |      |                 |               |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0237 MOD/AMD

Name of Offeror or Contractor: AM GENERAL LLC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|--|----------|------|----------------|--------------|
|         | <p>NSN: 2320-01-412-0143<br/>                     FET<br/>                     686 Tan Paint<br/>                     4 lb. Countermine Kit<br/>                     Underbody Protection<br/>                     TCM Relocation<br/>                     Operators Manual<br/>                     Estimated ECPs through October<br/>                     No <u>SINCGARDS power cable</u></p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FAR 52.247-32 F.O.B ORIGIN, FREIGHT<br/>                     PREPAID applies to CLIN 0001AC.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/>                     REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>                     001 W909534041H351 CK0M8F J 2<br/>                     PROJ CD BRK BLK PT<br/>                     EAL<br/>                     DEL REL CD QUANTITY DEL DATE<br/>                     001 7 29-OCT-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (CK0M8F) XR AM GENERAL CORP<br/>                     31744 ENTERPRISE DRIVE<br/>                     PO BOX 3330<br/>                     LIVONIA MI 48151-3330</p> |          |      |                |              |
| 0001AD  | <p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE:<br/>                     Firm-Fixed-Price<br/>                     NOUN: MODIFIED 2-MAN HARD TOP<br/>                     PRON: X13GX355X1 PRON AMD: 01 ACRN: AA<br/>                     AMS CD: 31107180008</p> <p>P/N: 6007575<br/>                     Modified 2-Man hard-top mounted on<br/>                     M1113 from CLIN 0001AC.</p>  | 7        | EA   | \$ 9,585.28000 | \$ 67,096.96 |



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-04-C-0237

**MOD/AMD**

**Name of Offeror or Contractor:** AM GENERAL LLC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Name of Offeror or Contractor: AM GENERAL LLC

## SECTION C - SCOPE OF WORK

C.1. OZONE-DEPLETING SUBSTANCES - TACOM

All materials and components shall be free of ozone depleting substances per applicable Federal regulations in effect on the date of manufacture.

C.2 SCOPE OF WORKC.2.1 Description:

a. This Contract is for the production of M1097A2 HMMWVs and M1113 Expanded Capacity Vehicles. The model, kit requirements, and quantities to be provided shall be as identified in Section B,

b. The vehicles will be produced in accordance with the current configuration authorized under HMMWV production contract DAAE07-01-C-S001 for incorporation within the lead time requirements of this contract.

C.3 Quality Requirements:

a. Quality System: The Quality System shall be maintained in accordance with International Standards Organization ISO 9001. All established Quality Procedures, SRI's, and Manufacturing Process Certifications approved/incorporated into contract DAAE07-01-C-S001 shall carryover into this contract.

C.4 Basic Issue Items (BII):

Vehicles shall be furnished with Basic Issue Items (BII) as described below for Army vehicles. The BII shall be overpacked in accordance with best commercial practices as further described in Section D. The Contractor shall provide the following Basic Issue Items (BII):

| <u>NSN</u>       | <u>Item Description</u>                                    | <u>Qty</u> | <u>Model</u> |
|------------------|--|------------|--------------|
|                  | TM 9 2320-280-10, C1                                       | 1 ea.      | ALL A2s      |
|                  | TM 9-2320-280-10HR   | 1 ea.      | ALL A2s      |
|                  | TM 9-2320-387-10, C1 (when published)                      | 1 ea.      | ALL ECV      |
|                  | TM 9-2320-387-10HR   | 1 ea.      | ALL ECV      |
| 5140-00-772-4142 | Bag, Tool, Envelope Type                                   | 1 ea.      | ALL          |
| P/N 12460466     | Fire Extinguisher  | 1 ea.      | ALL          |
| 6540-00-922-1200 | First Aid Kit  | 1 ea.      | ALL          |
| 2540-00-670-2459 | Bag, Pamphlet  | 1 ea.      | ALL          |
| 5120-00-223-7397 | Pliers, Combination  | 1 ea.      | ALL          |
| 5120-01-416-8568 | MAX Tool Kit, Includes Following:                          | 1 ea.      | ALL          |
| 5110-01-416-7827 | a. 1 each Ax, Single Bit, W/Handle                         |            |              |
| 5110-01-416-7830 | b. 1 each Ax, Sheath                                       |            |              |
| 5120-01-416-8570 | c. 1 each Shovel Attachment                                |            |              |
| 5120-01-416-8573 | d. 1 each Pick Attachment                                  |            |              |
| 5120-01-416-8572 | e. 1 each Broad Pick Attachment                            |            |              |
| 5120-01-416-8571 | f. 1 each Mattock Attachment                               |            |              |
| 5120-01-416-8577 | g. 1 each Rake/Hoe Attachment                              |            |              |
| 5120-01-416-8574 | h. 1 each Rake/Hoe Fastener                                |            |              |
| 5120-01-416-8575 | i. 6 each Safety Locking Pin                               |            |              |
| 5140-01-416-8569 | j. 1 each Carrying Bag                                     |            |              |
| 5120-01-375-0070 | Jack, Scissors, 3 1/2 Ton, Hand<br>Includes the following: | 1 ea.      | ALL          |
| 5120-01-430-3123 | a. 1 each Jack, Scissors                                   |            |              |
| 5120-01-429-6964 | b. 1 each Wrench, ratchet                                  |            |              |
| 5120-01-429-6065 | c. 1 each Extension, Jack Handle                           |            |              |
| 5120-01-429-8137 | d. 1 each Handle, Jack                                     |            |              |
| 5140-01-429-6945 | e. 1 each Bag, Stowage                                     |            |              |
| 5120-01-156-7296 | Wrench, Wheel Lug  | 1 ea.      | ALL          |
| 5120-00-234-8913 | Screwdriver, Phillips, No. 2                               | 1 ea.      | ALL          |
| 5120-00-227-7356 | Screwdriver, Flat Tip, 3/16"                               | 1 ea.      | ALL          |
| 5120-00-240-5328 | Wrench, Adjustable, Open End                               | 1 ea.      | ALL          |

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 11 of 33****PIIN/SIIN** W56HZV-04-C-0237**MOD/AMD**

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**Name of Offeror or Contractor:** AM GENERAL LLC

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\*\*\* END OF NARRATIVE C 001 \*\*\*

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0237 <b>MOD/AMD</b> | <b>Page 12 of 33</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** AM GENERAL LLC

PACKAGING AND MARKING

SECTION D  
Packaging and Marking

D.1 Preservation and Packaging:

a. Vehicle and overpacked kit preservation and packaging shall be in the same manner and practices as provided under contract DAAE07-01-C-S001. The commercial packaging procedure for the BII and OVE for shipment and handling shall limit loss and damage.

b. Vehicles and overpacked kits shall be in the same manner and practices as provided under Contract DAAE07-01-C-S001 contract for shipment and storage to CONUS/OCONUS destinations.

D.2 Marking:

Marking of the vehicle system shall be to requirements of the Equipment Preservation Data Sheet, MIL-STD-129 and as specified elsewhere in this contract.

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 13 of 33****PIIN/SIIN** W56HZV-04-C-0237**MOD/AMD**

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**Name of Offeror or Contractor:** AM GENERAL LLC

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\*\*\* END OF NARRATIVE D 001 \*\*\*

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

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**Name of Offeror or Contractor:** AM GENERAL LLC

## INSPECTION AND ACCEPTANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES               | APR/1984    |
| 2 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999    |

The Contractor shall comply with the higher-level quality standard selected below: ISO 9001

[End of Clause]

|   |                        |                                 |          |
|---|------------------------|---------------------------------|----------|
| 3 | 52.211-4069<br>(TACOM) | WELDING INSPECTION REQUIREMENTS | MAR/2001 |
|---|------------------------|---------------------------------|----------|

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

(1) current or previous certification as an AWS Certified Welding Inspector; or

(2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command  
ATTN: AMSTA-TR-E/Materials  
Warren, MI 48397-5000

[End of Clause]

|   |                        |   |          |
|---|------------------------|---|----------|
| 4 | 52.246-4025<br>(TACOM) | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT | OCT/1997 |
|---|------------------------|---|----------|

(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 may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ISO 9001
- ISO 9002
- QS 9000
- ANSI/ASQ Q9001
- ANSI/ASQ Q9002
- Other, specifically \_\_\_\_\_

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," 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



**Name of Offeror or Contractor:** AM GENERAL LLC

commensurate with the herein provided for quality requirements and plans and reject such material that does not conform to Government drawings/specifications. Such inspections by the Government may be performed at the Contractor's predetermined inspection stations. All deficiencies detected during any Contractor or Government inspection (end item or in-process) shall be corrected by the Contractor at no cost to the Government. During any Government inspection, the Contractor shall provide inspection assistance upon request.

**E.3 INSPECTION EQUIPMENT**

- a. Except as otherwise expressly provided for under this contract, the Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements. All Contractor furnished inspection equipment shall be available for use on or before the start of production. The Government shall not furnish any inspection equipment for this contract.
- b. The Contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment shall be returned to the Contractor.

**E.4 FINAL INSPECTION**

- a. The Contractor shall perform 100% Final Inspection of the end item in accordance with the requirements of the ATPD 2099C, Amendment 2, and Technical Data Package (TDP) utilizing the Final Inspection Record (FIR). Copies of the FIR(s) for the item quantity shall be reproduced by the Contractor. Deficiencies disclosed during inspection by the Contractor or the Government shall be described in writing on the Deficiency Sheet attached to the FIR. The FIR includes inspection criteria for all kits and special equipment that may be installed in each body style. The FIR shall be updated as required to reflect all Government approved configuration changes. Such updates must be subject to Government approval. The Contractor shall submit the completed and certified copy of the FIR to the Government inspector with each end item inspected and offered for acceptance by the Government. If the Contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, he must obtain written approval from the Contracting Officer prior to employing any other form for this purpose. The Contractor may substitute a static drive for a distance of 8 miles in the roll test booth, per vehicle, in lieu of the 10 Mile Road Test Requirement of the Final Inspection Record (FIR). After the 8-mile static drive, the following tests on the road test track shall be performed: turning radius, brake test, panic stop, park brake test, reverse gear, and kick-down operation. The Government reserves the right to re-impose, on a temporary basis only, the 10 mile road test if fielding vehicle feedback or other data reflects a breakdown in the Contractor's system, for an item that could not be identified or found in the 8-mile roll test.
- b. The Contractor, at his discretion, may develop procedures and incorporate these procedures to accomplish in-process inspection of select FIR characteristics. The selection of FIR characteristics and procedures will be subject to Government approval prior to implementation. There shall be a method to document and describe, in writing, deficiencies detected during inspection of select FIR characteristics by the Contractor. This method shall be subject to Government approval. This documentation shall also be included with the FIR for each vehicle. The Contractor shall submit a completed copy of the FIR and, if applicable, documentation and description of select FIR characteristics inspected in-process of the Government inspector with each item inspected and offered to the Government for acceptance. All deficiencies detected during contractor Final Inspection, to include, if applicable, select in-process FIR characteristics, shall be corrected prior to offering the end item for acceptance inspection by the Government. All deficiencies disclosed as a result of Contractor and/or Government final inspections shall be corrected by the Contractor at no additional cost to the Government. NOTE: THE FIR CHARACTERISTICS, PROCEDURES AND TECHNICAL DATA PACKAGE (TDP) ARE ESTABLISHED AND APPROVED UNDER HMMWV PRODUCTION CONTRACT DAAE07-01-C-S001.

**E.5 QUALITY DEFICIENCY REPORTS**

The Contractor shall investigate, provide failure analysis and provide corrective action to all Quality Deficiency Reports (QDRs) Standard Form (SF) 368 generated against supplies produced under this contract in accordance with DI-QCIC-80736 and CDRL A001. The Contractor shall provide a report of the investigation, probable cause and proposed corrective action to the Contracting Officer or his designated representative after receipt of QDR, SF 368.

\*\*\* END OF NARRATIVE E 002 \*\*\*

**CONTINUATION SHEET**

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**PIIN/SIIN** W56HZV-04-C-0237

**MOD/AMD**

**Name of Offeror or Contractor:** AM GENERAL LLC

DELIVERIES OR PERFORMANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                   | <u>Date</u> |
|---|------------------------|--------------------------------|-------------|
| 1 | 52.247-32              | F.O.B. ORIGIN, FREIGHT PREPAID | JUN/1988    |

FAR 52.247-32 F.O.B ORIGIN, FREIGHT PREPAID applies to CLIN 0001AC.

\*\*\* END OF NARRATIVE F 001 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-04-C-0237

**MOD/AMD**

**Name of Offeror or Contractor:** AM GENERAL LLC

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM                  | ACRN | STAT | OBLG | ACCOUNTING CLASSIFICATION          | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|--------|---|------|------|------|------------------------------------|------------------------|-----------------------|---------------------|
| 0001AA | X13GX343X1<br>31107180008<br>A13P30082RX1 | AA   | 2    | 21   | 32033000035R5R07P31107131E9 S20113 | 3GXP13                 | W56HZV \$             | 906,446.16          |
| 0001AB | X13GX350X1<br>31107180008<br>A13P30082RX1 | AA   | 1    | 21   | 32033000035R5R07P31107131E9 S20113 | 3GXP13                 | W56HZV \$             | 615,674.00          |
| 0001AC | X13GX351X1<br>31107180008<br>A13P30082RX1 | AA   | 2    | 21   | 32033000035R5R07P31107131E9 S20113 | 3GXP13                 | W56HZV \$             | 524,880.44          |
| 0001AD | X13GX355X1<br>31107180008<br>A13P30082RX1 | AA   | 1    | 21   | 32033000035R5R07P31107131E9 S20113 | 3GXP13                 | W56HZV \$             | 67,096.96           |

TOTAL \$ 2,114,097.56

| SERVICE<br>NAME | TOTAL BY ACRN | ACRN | STAT | OBLG | ACCOUNTING CLASSIFICATION          | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|-----------------|---------------|------|------|------|------------------------------------|-----------------------|---------------------|
| Army            | AA            | 21   |      |      | 32033000035R5R07P31107131E9 S20113 | W56HZV \$             | 2,114,097.56        |

TOTAL \$ 2,114,097.56

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:** AM GENERAL LLC

CONTRACT CLAUSES

|    | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|----|------------------------|---|-------------|
| 1  | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES  | JAN/2004    |
| 2  | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)   | APR/2003    |
| 3  | 52.232-23              | ASSIGNMENT OF CLAIMS  | JAN/1986    |
| 4  | 52.242-10              | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE  | APR/1984    |
| 5  | 52.245-2               | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)  | JUN/2003    |
| 6  | 52.246-2               | INSPECTION OF SUPPLIES--FIXED PRICE   | AUG/1996    |
| 7  | 52.247-1               | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND | APR/1984    |
| 8  | 52.247-29              | F.O.B. ORIGIN   | JUN/1988    |
| 9  | 52.247-58              | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS   | APR/1984    |
| 10 | 52.247-59              | F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS   | APR/1984    |
| 11 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98  | MAR/1998    |
| 12 | 252.211-7005           | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS  | FEB/2003    |
| 13 | 252.242-7003           | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS   | DEC/1991    |
| 14 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT   | MAR/1998    |
| 15 | 252.245-7001           | REPORTS OF GOVERNMENT PROPERTY  | MAY/1994    |
| 16 | 52.212-5               | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS   | JAN/2004    |

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)

(ii) Alternate I (Oct 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

X(7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

X(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))(Master Subcontracting Plan under DAAE07-01-C-S001, see page 4 of that contract)

(ii) Alternate I of 52.219-9.

(iii) Alternate II of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X(13) 52.222-3, Convict Labor (E.O. 11755)

X(14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)

X(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

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**Name of Offeror or Contractor:** AM GENERAL LLC

- X(16) 52.222-26, Equal Opportunity (E.O. 11246)
- X(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X(18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)[Reports will be submitted under contract DAAE07-01-C-S001].
- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).  
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).  
(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--(41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)  
 (ii) Alternate I of 52.225-3.  
 (iii) Alternate II of 52.225-3.
- (23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- x (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign assets Control of the Dept. of the Treasury).
- (25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- x (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).  
(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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**Name of Offeror or Contractor:** AM GENERAL LLC

- (ii) 52.222-26, Equal Opportunity (E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

17            252.212-7001            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            JAN/2004  
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(        ) 52.203-3            Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

X 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)[Master Subcontracting Plan under contract DAAE07-01-C-S001].

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).

X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

X 252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).

X 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.  
( Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).

252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program ( Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).

252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

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**Name of Offeror or Contractor:** AM GENERAL LLC

252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)

( Alternate I) NOTE: SUBMITTALS FOR PARAGRAPHS (d), (e), AND (f) WILL BE MADE UNDER AM GENERAL CONTRACT DAAE07-01-C-S001.

( Alternate II)

( Alternate III)(10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

X 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

18            52.211-4053            REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING            MAR/2000  
(TACOM)            SUBSTANCES

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

19            52.242-4022            DELIVERY SCHEDULE            MAY/2000  
(TACOM)

(a) The following delivery schedule applies to this procurement: SEE CLIN 0001, PAGE 4 FOR THE DELIVERY SCHEDULES THAT APPLY TO THIS CONTRACT.

(1) See the Government's proposed schedule in Section B. Start deliveries -1- days after the date of award, or, -2- days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.

(2) You can accelerate delivery: YES

(3) Delivery is defined as follows:

(i) 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 order (SEE DELIVERY DATES SPECIFIED IN SECTION B).

(ii) 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 order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order. NOTE: FOB DESTINATION DOES NOT APPLY TO CLIN 0001.

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## (b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

20 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and

ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

21 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

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- (vii) Name and address of official to whom payment is to be sent;  
(viii) Name, title, and phone number of person to notify in event of defective invoice; and  
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.  
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315\*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.



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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

25 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

26 52.211-4019 SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE APR/2000  
(TACOM) I

(a) Definition.

Qualified Tire Part Numbers: means any tire part number that you, as the vehicle manufacturer, have qualified for possible inclusion on the vehicle at the time of government final acceptance of the vehicle.

(b) Except as provided in (c) below, you must identify and list on the following lines, a minimum of three qualified tire part numbers, their corresponding manufacturer and National Stock Number (if an NSN is available), to provide alternate sources of supply for future spare tire procurements for the vehicles deliverable under this contract. By identifying tires on the lines below, you represent that (1) such tires comply with all applicable requirements in the vehicle specification; and (2) when such tires are applied at any wheel position, they shall not cause any adverse vehicle handling effects, when combined with the other approved manufacturers' tires listed below. List on the first line the tire you expect to have on the vehicle at time of government final acceptance.

MANUFACTURERMFG PNNSNQPL Number

1. GOODYEAR IMPROVED SIDEWALL TIRE WAS APPROVED FOR INCORPORATION IN HMMWVs ON CONTRACT DAAE07-03-C-S001 STARTING OCT 16, 2002. TESTING WAS ACCOMPLISHED UNDER A TACOM STS CONTRACT AT GOVERNMENT DIRECTION. THE REQUIREMENT OF THIS CLAUSE HAVE BEEN FULLFILLED UNDER CONTRACT DAAE07-03-C-S001 AND THE STS CONTRACT. CLAUSE IS SHOWN FOR INFORMATION PURPOSES ONLY.
- 2.
- 3.
- 4.
- 5.

(c) In the event you cannot provide at least three (3) qualified sources of supply for tires, you must give reasons to the Procuring Contracting Officer (PCO) prior to contract award to explain why only two (2), or only one (1) source is available. Your rationale, as a minimum, shall include your methodology for qualifying/disqualifying alternate sources of supply for tires. Also, your rationale shall provide data to support any restrictions on mixing tires (e.g. a restriction that requires a single brand of tire to be used for all positions on a given axle). RESPONSE TO SUBPARAGRAPH C PROVIDED UNDER HMMWV PRODUCTION CONTRACT DAAE07-01-C-S001.

(d) Indicate which of the above tires if any, are on one of the following Cooperative Approved Tire List (CATL) or Federal Specification Qualified Products Lists (QPL):

|               |  |
|---------------|--|
| CATL 1922     | Tires, Pneumatic, Vehicular (Highway)    |
| QPL-ZZ-T-410  | Tires, Pneumatic, Industrial             |
| CATL 1923     | Tires, Pneumatic, Low Speed, Off Highway |
| QPL-ZZ-T-1619 | Tires, Pneumatic, Agricultural           |

If applicable, list, in the space above, the CATL or QPL number and the NSN for each tire. In the event one or more tires selected above does not have an assigned NSN, provide reasons to the PCO prior to contract award for the non-NSN tire selection over other NSN-assigned tires.

(e) After contract award, you must perform Component Qualification Testing on the tires listed in (b) above. Testing will determine the suitability of tires for use on equipment deliverable under this contract and will demonstrate that mixing different tire tread designs on a single vehicle will not degrade equipment performance below the requirements set forth in the system specification.

- (1) Component Qualification Test. You shall conduct all necessary qualification testing and selection of test samples under

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Government surveillance at locations you designate. The test shall be conducted in accordance with the Government Component Qualification Test Plan (located in the purchase description or specification) and completed within 60 days prior to government acceptance of the first production vehicles offered under this contract. You shall submit Qualification Test Reports detailing all test results in accordance with Data Item DI-T-1900 and the Contract Data Requirements List (DD Form 1423).

(b) Component Qualification Test Deficiencies. Failure of the Qualification Test tires to meet specified requirements as a result of any deficiency during or as a result of such testing shall be cause for rejection. Failure to meet specified requirements shall be prima facie evidence that all tires which the test sample represents are similarly deficient unless you furnish evidence satisfactory to the Contracting Officer that they are not similarly deficient. Any failure of a manufacturer's tires during system testing will require additional component qualification testing to be approved.

(f) In the event Component Qualification Testing is waived, you shall be responsible for certifying that all tires identified in (b) above are suitable for use on vehicles deliverable under this contract and that mixing of these tires will not degrade vehicle performance in terms of mobility, durability, ride and handling below the contract requirements.

(End of clause)

27            52.223-4000            ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS            SEP/1978  
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

\*\*\*

28            52.246-4005            INSPECTION AND ACCEPTANCE POINTS: ORIGIN            FEB/1995  
(TACOM)

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

Contractor's Plant: \_\_\_\_\_  
(Name and Address)

Subcontractor's Plant: \_\_\_\_\_  
(Name and Address)

NOTE: INSPECTION AND ACCEPTANCE POINTS SHALL BE AS SHOWN ON PAGE 2, TACOM CLAUSE 52.204-4850, ACCEPTANCE APPENDIX (FEB 2002), PARAGRAPH (b).

[End of Clause]

29            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            JAN/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacom.army.mil

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(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

**Name of Offeror or Contractor:** AM GENERAL LLC

## SPECIAL CONTRACT CLAUSES

## 1. TAXES

a. The Contract price set forth in Section B of this Contract includes Indiana Gross Receipts Tax and Indiana Tire Tax required by current law and regulations to be paid on the vehicles and to be delivered under this contract.

b. In order to accurately account for taxes paid under this contract, the following applies:

(1) Federal Excise Tax (FET) on Tires:

(a) The only element identified by the Contractor subject to FET is tires. For purposes of computing FET under the terms and conditions of this contract, the set amount for tire FET \$31.08 (\$7.77 each tire). If a spare tire is purchased for overpacking with the vehicle for domestic use, the FET for the spare tire must be added to the vehicle unit price.

(b) An amount of \$31.08 is included for each subsequent year under this contract and may be revised as required. In the event that there are changes in the tax laws or the IRS issues a ruling which affects the elements of amounts or the formula which establishes tax liability, the Contractor shall immediately notify the PCO in writing upon receipt of said change/ruling.

(c) The Contractor shall provide a report each quarter to the ACO which shows the FET on tires for vehicles shipped CONUS during the preceding quarter. The report shall identify FET paid for each vehicle by Contract Line Item Number (CLIN). The Contractor shall provide an explanation which support the FET amounts paid. NOTE: QUARTERLY REPORTS ARE SUBMITTED UNDER HMMWV PRODUCTION CONTRACT DAAE07-01-C-S001.

(2) Indiana Gross Receipts Tax (IGRT): This is a mandated tax per amendment to Indiana Code 6-2.1-2.3. The vehicle unit prices identified in Section B of this contract includes .3% for I.G.R.T. In the event that there are changes in the Indiana State Tax Laws which affects this tax liability, the Contractor shall notify the PCO in writing within thirty (30) days of receipt of said change/ruling.

(3) Indiana State Tire Tax: A tire tax of \$0.25 on each new tire sold in Indiana for use on motor vehicles has been imposed by HB 1427 of the 1993 General Assembly and amended by HB 1182 of the 1994 General Assembly effective July 1, 1994. A total of \$1.00 per vehicle is included in the unit price of each vehicle set forth in Section B of this Contract. If a spare tire is purchased for overpacking with the vehicle, \$0.25 for the spare tire for the Indiana State Tire Tax will be added to the vehicle unit price. In the event there are changes in the Indiana State Tax laws which affects this tax liability, the Contractor shall notify the PCO in writing within thirty (30) days of receipt of said change/ruling.

c. The principles and requirements of this paragraph are in addition to, and not in limitation of, other clauses and provisions of this Contract.

## 2. BRANCH OF SERVICE AND REGISTRATION NUMBERS:

AM General requires the Branch of Service and Registration Numbers to be provided 45 days prior to the contractual scheduled delivery. If the information is not provided to AM General within that time period, the Registration Numbers will not be applied to the vehicles. If the Registration Numbers are provided to AM General after the above 45-day window and the vehicle(s) have been accepted (DD250'd), then numbers will be overpacked in the battery box of the respective vehicle. The Government agrees to pay \$23.00 each vehicle to have AM General perform this task. In the event the Government requires the Registration Numbers to be applied to the vehicle after the 45-day window and prior to shipment, a one time cost of \$50.00 per truck will apply. This additional funding will be incorporated into the contract by a bilateral modification prior to the application.

## 3. WARRANTY PROVISION:

a. Definitions:

(1) "Acceptance" as used in this clause means the official signing of the DD Form 250 by an authorized Government representative accepting the end item.

(2) "Acceptance Date" is the date shown on the signed DD Form 250. If the end items are placed in storage, the acceptance date is shown on the Form 1348-1.

(3) "Supplies" represent the end item and all parts and accessories furnished under this contract.

(4) "Defect" is any condition or characteristic in the supplies that is not in compliance with the requirements of the contract.

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## b. Warranty:

(1) The contractor warrants that the following supplies furnished under this contract are free from defects in material and workmanship from acceptance date until fielding hand-off or 12 months from acceptance date, whichever occurs first:

| Description               | Part Number | NSN              |
|---------------------------|-------------|------------------|
| Engine                    | 12469080    | Not Available    |
| Transmission              | 12469082    | Not Available    |
| Transfer Case             | EC12447125  | 2520-01-469-2512 |
| Axles                     | EC12342615L | 2520-01-423-1796 |
| Power Steering Gear       | 12460232    | 2530-01-423-1796 |
| Fuel Injection Pump       | 5743796     | 2910-01-414-1272 |
| Turbo Fuel Injection Pump | 5715714     | Not Available    |

(2) If a defect occurs during the warranty period that makes the end item(s) unsafe or impossible to operate, the contractor agrees to extend the warranty for each affected end item(s) by a period of time equal to the time beginning when the Government notified you that the end items are deadlines and ending when they have been corrected and made operable. Additionally, to the extent you or your suppliers provide to commercial customers a greater warranty for the end item(s) or any of its components, the Contractor further agrees to provide such greater warranty to the Government. The contractor also agrees to furnish to the Procuring Contracting Officer (PCO), TACOM, a listing of the specific parts, components, or assemblies which carry a warranty greater than the warranty being provided to the Government as well as the specific terms of each greater warranty. (See Paragraph (b)(6) below.

(3) Any supplies corrected under this contract also will carry the same warranty as if they had just been accepted by the Government per paragraph (b)(1) above.

c. Notification: The Government shall notify the Contractor in writing within 30 days following the discovery of a defect in the supplies. This will be the official notification of a warranty claim and will initiate the time period for the Contractor to correct the defect(s). This notification will include identification of the applicable item serial number(s), UIC of the units who own the defective item(s), operating hours on the item(s), part number of the defective part, and the circumstances surrounding the defect. At this time, the Contractor will be further be informed whether the Government has elected to correct the deficiency itself or direct the contractor to correct the defect(s).

## d. Remedies: New Replacement Supplies and Transportation Cost:

## (1) Government Correction:

(a) The Government may provide the replacement parts to correct the defects through its own supply channels and be reimbursed by the Contractor for the cost of such replacement parts. The reimbursement cost will be established based on the Government's Army Master Data File (AMDF) price.

(b) The Government may direct the Contractor to provide the replacement parts. Contractor-provided replacement parts shall be delivered to the repair location at no cost to the Government. The replacement parts shall be furnished within ten working days after official, written notification, except as otherwise agreed to in writing.

## (2) Contractor Correction:

When the Government directs the Contractor to correct the supplies, the contractor shall provide all material required to correct the defective supplies and all repairs will be completed within ten working days after receipt of the official written notification, except as otherwise agreed to in writing. The contractor shall provide a copy of the work order to the Government unit(s) that own the defective item(s). The work order will identify (i) the specific defect(s) to be corrected; (ii) the corrections that will be performed; (iii) all replacement parts required; (iv), the labor hours required to make the repairs; and (v) the serial numbers of the end items to be repaired.

## e. Remedies - Labor for Warranty Repairs:

## (1) Government Correction:

When the Government elects to correct the supplies, the Contractor will reimburse for the cost of labor involved in the correction to include the cost of the end item disassembly and reassembly. The cost of the labor involved will be computed at the rate of \$48.00 per hour multiplied by the number of labor hours listed for the necessary repairs as listed in the Maintenance Allocation Chart (MAC).

## (2) Contractor Correction:

**Name of Offeror or Contractor:** AM GENERAL LLC

(a) When the Government directs the Contractor to correct the supplies, the Contractor shall have the following options: (i) correct the defect at the location; or, (ii) return the end item or parts to the Contractor's designated facility for correction. When the contractor corrects the defect, all costs shall be the responsibility of the Contractor. All transportation and associated costs of the transporting the supplies to your facility and back to the units that own them shall be the Contractor's responsibility.

(b) When the Government directs the Contractor to correct the defect(s), the Contractor shall notify the warranty claimant (the unit that owns the items needing correction) before initiating the corrective action. This will be done within five working days of receiving the Government notice. The notification may be oral and will indicate whether the defect(s) will be corrected in the field (on site) or at the facility designated by the Contractor. Additionally, this notification will include the name and location of the repair facility, if the contractor's facility will be used, and in all cases will indicate the date(s) on which the repair work will be done and the dealer or individual(s) who will perform the work. Should the required warranty corrections not be accomplished within ten working days after notification of the warranty claim, the contractor agrees to extend, at no additional cost to the Government, the terms of coverage of the warranty on these affected supplies for a time equal to the period beginning with the Government's formal notification of claim until the date the supplies have been corrected.

f. Reimbursement Procedure:

The Contractor shall remit payment by the 15th day of each month for all warranty claims submitted by the Government for reimbursement which were received by the Contractor during the previous month. The payment shall be by check made payable to the Defense Accounting Office, DAOTACOM, and mailed to the U.S. Army Tank-automotive and Armaments Command, ATTN: DFAS-IN/EM-BED, Warren, MI 48397-5000. The payment shall be accompanied by a statement which identifies, for each claim covered by the payment, the claim number, the Unit Identity Code (UIC) of each claim, the date of each claim, total dollars (broken out between parts and labor), and the Contract Number.

g. Contractor Rights and Remedies:

(1) The contractor shall have the right to inspect any defective supplies, wherever located, within 30 days after notification of a warranty claim, for the purpose of evaluating the cause of, or existence of, the defect(s). If instructions are not received within thirty (30) days, the Government will dispose of the defective supplies. This right, however, does not relieve the Contractor of his responsibility to initiate the warranty replacement/repair action when notified by the Government of a warranty claim. In the event the Contractor determines that the defective supplies are clearly non-warrantable (per paragraph h.(2) of this clause, the contractor will stop ongoing repair action and notify the owning unit.

(2) In the event that a previously accepted warranty claim action is determined to be invalid, the Contractor will be equitably reimbursed. Failure of the parties to agree to such reimbursement, or any circumstances where the Contractor disagrees with the Government's determination, will be considered a dispute and processed per the disputes coverage in this contract (see paragraph (d) of FAR 52.212-4).

h. General Warranty Matters:

(1) The rights and remedies provided in this clause are in addition to and do not limit any rights afforded to both parties by any other clause in this contract.

(2) The warranty set forth in this clause does not apply to any damage or failure to perform caused by misuse or abuse of the vehicle, combat damage, fair wear and tear items (brake shoes, track pads, wiper blades, etc.) or by failure to perform proper maintenance or service on the supplies.

\*\*\* END OF NARRATIVE I 001 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-04-C-0237

**MOD/AMD**

**Name of Offeror or Contractor:** AM GENERAL LLC

LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | CDRL A001    |             |                                  |                       |