

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-12-G-0010				2. DELIVERY ORDER/CALL NO. 0007		3. DATE OF ORDER/CALL (YYYYMMDD) 2013FEB12		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DXA4		
6. ISSUED BY U.S. ARMY CONTRACTING COMMAND ERIC RAAB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ERIC.RAAB@US.ARMY.MIL			CODE W56HZV	7. ADMINISTERED BY (if other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451				CODE S1403A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR OSHKOSH CORPORATION 2307 OREGON ST NAME AND ADDRESS OSHKOSH, WI 54902-7062			CODE 45152	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED				
14. SHIP TO SEE SCHEDULE			CODE	15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381				CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2			
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.									
PURCHASE			Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.									
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input checked="" type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies: 2											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE CONTRACT ADMINISTRATION DATA												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT				
	SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA ARDELLA ANDERSON /SIGNED/ 2013FEB12 ARDELLA.ANDERSON@US.ARMY.MIL (586)282-9598				25. TOTAL	\$5,765,954.10			
				BY: CONTRACTING/ORDERING OFFICER				26. DIFFERENCES				
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS					
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT		34. CHECK NUMBER				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						35. BILL OF LADING NO.				
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.							

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PIIN/SIIN W56HZV-12-G-0010/0007

MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

SUPPLEMENTAL INFORMATION

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

*** End of Narrative A0000 ***

The purpose of Delivery Order 0007 to Basic Ordering Agreement W56HZV-12-G-0010 is the following:

1. Establish the following CLINs:

- a. CLIN 0001AA, M-ATV Spare Tire Carrier Field Service Kit (FSK), PRON 2M1MPE14Q7EH, 1,583 EA with a unit price of \$747.28 for an extended value of \$1,182,944.24.
- b. CLIN 0001AB, M-ATV Spare Tire Carrier FSK, PRON 2M1SPE04Q7EH, 36 EA with a unit price of \$747.28 for an extended value of \$26,902.08.
- c. CLIN 0001AC, M-ATV Spare Tire Carrier FSK, PRON 2M1APE16Q7EH, 5,654 EA with a unit price of \$747.28 for an extended value of \$4,225,121.12.
- d. CLIN 0001AD, M-ATV Spare Tire Carrier FSK, PRON 2M1FPE07Q7EH, 277 EA with a unit price of \$747.28 for an extended value of \$206,996.56.
- e. CLIN 0001AE, M-ATV Spare Tire Carrier FSK, PRON 2M1NPE04Q7EH, 154 EA with a unit price of \$747.28 for an extended value of \$115,081.12.
- f. CLIN 0001AF, Integrated Logistics Support (ILS) and Provisioning for M-ATV Spare Tire Carrier FSK, PRON 2M1APL08Q7EH, 1 LOT for an extended value of \$8,908.98.

2. The following clauses are added to Delivery Order 0007:

- 52.246-4028, Inspection and Acceptance Points: Origin
- 52.247-30, F.O.B Origin, Contractor's Facility
- 52.242-17, Government Delay of Work
- 52.211-4514, Packaging Requirements
- 52.211-4029, Interchangeability of Components
- 252.243-7001, Pricing of Contract Modifications
- 252.204-7008, Export-Controlled Items
- 252.223-7008, Prohibition of Hexavalent Chromium
- 252.223-7001, Hazard Warning Labels
- 52.203-6, Restrictions on Subcontractor Sales to the Government
- 52.223-3, Hazardous Material Identification and Material Safety Data
- 52.223-11, Ozone-Depleting Substances

3. Add Section C.1.0 M-ATV Spare Tire Carrier Field Service Kit (FSK)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 21****PIIN/SIIN** W56HZV-12-G-0010/0007**MOD/AMD****Name of Offeror or Contractor:** OSHKOSH CORPORATION

4. Add Special Instructions to DFAS in Section G.

5. Add the following attachments to Section J:
 - a. Attachment 0001, ACE
 - b. Attachment 0002, CDRL A011 IBOM
 - c. Attachment 0003, CDRL A012 BOM
 - d. Attachment 0004, CDRL A013 Copy Right Release
 - e. Attachment 0005, CDRL A014 Commercial Drawings, Models and Lists
 - f. Attachment 0006, CDRL A015 Technical Reports
 - g. Attachment 0007, Attachment 11 Tech Data PKG Worksheet
 - h. Attachment 0008, Attachment 12 Metadata Attributes List
 - i: Attachment 0009, Assertion of Data Rights - Spare Tire Carrier FSK

6. Incorporate Oshkosh's assertion data rights for the MATV Spare Tire Carrier FSK as Attachment 0009

7. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0001 ***

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Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS MATV SPARE TIRE CARR NSN: 0000-00-000-0000																																		
0001AA	<p>M-ATV SPARE TIRE CARRIER FSK - MARINES</p> <p>GENERIC NAME DESCRIPTION: MATV SPARE TIRE CARR PRON: 2M1MPE14Q7 PRON AMD: 03 ACRN: AA PSC: 2320 CUSTOMER ORDER NO: M6785411MP16860</p> <p>Oshkosh Part # 3950604</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>W56HZV2257PE07</td> <td>W62G2X</td> <td>M</td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-APR-2013</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>1,582</td> <td>30-JUN-2013</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (W62G2X) XU WOMJ US ARMY DEPOT SIERRA SIERRA ARMY DEPOT 74 C STREET BLDG 304 HERLONG,CA,96113-5520</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0007</p> <p>Please ship the 1 kit due on 30 APR 2013 to the following location:</p> <p>DODAAC: CK0TQP Oshkosh Corporation POC: Derrick Barker 2705 Harrison St. Oshkosh, WI 54902</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W56HZV2257PE07	W62G2X	M	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	30-APR-2013			002	1,582	30-JUN-2013			1583	EA	\$ 747.28000	\$ 1,182,944.24
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0001AB	<p>Oshkosh is not authorized to ship until receipt of a PCO letter or contract modification authorizing each individual shipment and receipt of a Transportation Authorization Code (TAC) which will be stated in the PCO Letter or modification to the delivery order. Oshkosh shall be responsible to return those items to their location at their own expense if they ship without TAC codes and the PCO authorization for that particular shipment and quantity. Note, the TAC will be provided to Oshkosh no later than 30 days prior to the delivery date.</p> <p>(End of narrative F001)</p> <p><u>M-ATV SPARE TIRE CARRIER FSK - SOCOM</u></p> <p>GENERIC NAME DESCRIPTION: MATV SPARE TIRE CARR PRON: 2M1SPE04Q7 PRON AMD: 03 ACRN: AA PSC: 2320 CUSTOMER ORDER NO: M6785411MP16860</p> <p>Oshkosh Part # 3950604</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV2257PE09</td> <td>W62G2X</td> <td>M</td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>36</td> <td>30-JUN-2013</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (W62G2X) XU WOMJ US ARMY DEPOT SIERRA SIERRA ARMY DEPOT 74 C STREET BLDG 304 HERLONG, CA, 96113-5520</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0007</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>	001	W56HZV2257PE09	W62G2X	M	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	36	30-JUN-2013			36	EA	\$ 747.28000	\$ 26,902.08
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0001AD	<p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0007</p> <p>Oshkosh is not authorized to ship until receipt of a PCO letter or contract modification authorizing each individual shipment and receipt of a Transportation Authorization Code (TAC) which will be stated in the PCO Letter or modification to the delivery order. Oshkosh shall be responsible to return those items to their location at their own expense if they ship without TAC codes and the PCO authorization for that particular shipment and quantity. Note, the TAC will be provided to Oshkosh no later than 30 days prior to the delivery date.</p> <p style="text-align: center;">(End of narrative F001)</p> <p><u>M-ATV SPARE TIRE CARRIER - AIR FORCE</u></p> <p>GENERIC NAME DESCRIPTION: MATV SPARE TIRE CARR PRON: 2M1FPE07Q7 PRON AMD: 03 ACRN: AC PSC: 2320 CUSTOMER ORDER NO: M6785412MP00470</p> <p>Oshkosh Part # 3950604</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td colspan="4">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV2277PE01</td> <td>W62G2X</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="2"><u>DEL DATE</u></td> <td colspan="2"></td> </tr> <tr> <td>001</td> <td>227</td> <td colspan="2">31-AUG-2013</td> <td colspan="2"></td> </tr> <tr> <td>002</td> <td>50</td> <td colspan="2">30-SEP-2013</td> <td colspan="2"></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (W62G2X) XU W0MJ US ARMY DEPOT SIERRA SIERRA ARMY DEPOT 74 C STREET BLDG 304 HERLONG, CA, 96113-5520</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV2277PE01	W62G2X	M		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	227	31-AUG-2013				002	50	30-SEP-2013				277	EA	\$ 747.28000	\$ 206,996.56
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Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001AF	<p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0007</p> <p>Oshkosh is not authorized to ship until receipt of a PCO letter or contract modification authorizing each individual shipment and receipt of a Transportation Authorization Code (TAC) which will be stated in the PCO Letter or modification to the delivery order. Oshkosh shall be responsible to return those items to their location at their own expense if they ship without TAC codes and the PCO authorization for that particular shipment and quantity. Note, the TAC will be provided to Oshkosh no later than 30 days prior to the delivery date.</p> <p style="text-align: center;">(End of narrative F001)</p> <p><u>ILS SUPPORT - SPARE TIRE CARRIER FSK</u></p> <p>GENERIC NAME DESCRIPTION: MATV SPARE TIRE CARR PRON: 2M1APL08Q7 PRON AMD: 01 ACRN: AE PSC: 2320 CUSTOMER ORDER NO: M6785413MP00009</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-JUN-2013</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0007</p> <p>CLIN 0001AF represents the ILS support for the M-ATV Spare Tire Carrier FSK. The deliverables associated with this CLIN shall be submitted via Windchill as required under CDRL A015.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001		000000		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	30-JUN-2013			1	EA	\$ 8,908.98000	\$ 8,908.98
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<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																										
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CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-12-G-0010/0007 **MOD/AMD**

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				

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

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MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.0 M-ATV Spare Tire Carrier Field Service Kit

C.1.1. Hardware Requirements

C.1.1.1 This requirement shall cover material and integrated logistics support for the M-ATV Spare Tire Carrier Field Service Kits (FSK), specifically for the M-ATV Vehicle Variant M1240A1.

C.1.1.2 The kit shall be identified as Oshkosh Part Number 3950604

C.1.2 Technical Data Package (TDP)

C.1.2.1 Within 30 days after completion of validation, the contractor shall deliver the TDP for the Spare Tire Carrier FSK. The Government shall receive electronic copies of 3-D engineering CAD models (.stp format) as well as complete 2-D drawings for the kit in .pdf format in accordance with (IAW) CDRL A014. Rights to the supporting technical information shall be specified in the DFARS clauses, Rights in Technical Data Noncommercial Items and Technical Data-Commercial items contained in this contract (DFARS 252.227-7013 & 252.227-7015). The contractor shall submit a Bill of Material (BoM) and an Indentured Bill of Material (IBOM) IAW CDRLs A011 and A012 with the supporting technical information.

C.1.2.2 All product drawings and 2D-3D CAD models created under this SOW shall provide the necessary design, engineering, manufacturing, and quality assurance requirements information necessary to enable the government to procure or manufacture an interchangeable item that duplicates the physical, mechanical, electrical, software human, and performance characteristics of the original product, without additional design engineering effort or recourse to the original design activity to the extent permitted under the Contractors data rights assertion. Product drawings and CAD 2D-3D models shall reflect the level of design maturity and revision level and baseline design that the item has attained at the appropriate configuration item lifecycle phase.

C.1.3 Installation Instructions

C.1.3.1. The Contractor shall develop installation as a standalone document that does not reference any other material. The Contractor shall determine the most effective and efficient procedures for installation of the FSK. All special tools, equipment and consumable material will be identified in the initial set up. A torque table of all hardware will be developed and all torque specs shall be identified in the appropriate steps of the installation instructions. The Contractor shall incorporate all corrections identified during the validation at no additional charge to the Government.

C.1.3.2 All publications developed under this contract become the property of the Government and are not subject to copyright by the Contractor. The Contractor shall deliver the install instructions IAW CDRL A015. A set of hard copy installation instructions shall be delivered in each kit.

C.1.3.3 Copyrights

C.1.3.3.1 When the Contractor uses data which covers a subcontractor's commercial components or portions thereof, the Government shall use, modify, reproduce, release, perform, display, or disclose data in accordance with DFAR 252.227-7015, Rights in Technical Data-Commercial. If it is determined that additional rights are needed by the Government, the Government shall enter into negotiations to determine if there are acceptable terms for transferring such rights and enter into a license agreement with the contractor. For any copyright material developed exclusively by the Prime contractor, the Contractor shall provide a copyright release letter, IAW CDRL A013. Letter shall be on company letterhead, dated and signed by a company officer. The letter shall certify that the Government has full copyrights from the Prime Contractor. Copyright letter shall state all publications developed exclusively by the Prime Contractor is free from copyright restrictions and the Government can edit, reprint and distribute information in the manual as required.

C.1.3.3.2 COPYRIGHT REGISTRATION: All publications prepared under this contract that are capable of protection under U.S. Copyright Laws and have been incorporated into a licensing agreement, shall be registered by the Contractor or the Subcontractor and all of such copyright registrations shall be transferred by assignment to the Government, as represented by the Secretary of the Army.

C.1.3.3.3 COPYRIGHTED MATERIAL: Where the Contractor uses its own commercial components and the technical data relating to that component is a deliverable, and that technical data contains copyrighted material, the Contractor shall be responsible for obtaining a royalty-free, irrevocable, world-wide, non-exclusive copyright license to the Government to use such copyrighted materials. The Contractor shall provide a copyright release letter license IAW CDRL A013 of this contract.

C.1.4 Validation

C.1.4.1 The Contractor shall estimate and advise the Government of the necessary quantities of dedicated hardware (end items (i.e., GFE vehicles), components, repair parts, consumable supplies, tools and support equipment) to accomplish all ILS development, reviews, and validations.

C.1.4.2 Validation shall be done by the Contractor and draft installation instructions shall be delivered to the Government via Windchill, ten (10) business days prior to the scheduled validation. All support and special equipment shall be provided by the

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 21
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Name of Offeror or Contractor: OSHKOSH CORPORATION

Contractor. The Contractor shall provide the personnel to perform the installation of the FSK and corrections to the installation instructions as needed. For planning, a time study will be conducted as part of the validation. Contractor shall maintain records of validation reviews that show when the material was validated, what the findings were, and all corrective actions taken. Government representatives have the right to examine these records upon request and to witness validation work. Contractor shall provide, at a minimum a ten (10) day notice to the Procurement Contracting Officer (PCO) to witness validation work. If a Government representative does not attend, the Contractor has the authorization to proceed with the validation. Validation shall be conducted no later than forty five (45) days from receipt of FSK by the Contractor. The Government will provide one (1) Spare Tire Carrier FSK, part number 3950604, to the Contractor prior to the development of draft install instructions and validation. Prior to commencement of the validation, the Government shall provide disposition instructions for Kit hardware.

C.1.5 Provisioning

C.1.5.1. The Contractor shall identify provisioning and other procurement screening data to be submitted for Government screening. Provisioning and other procurement screening data are used to identify existing National Stock Numbers (NSNs) for an item, validate currency of an NSN, and aid in maximum use of known assets. The Contractor shall ensure that documentation includes drawing support for each "P" coded item (items requiring an NSN), unless accompanied by a copy of the procurement screening documentation (i.e., AMDF, Parts Master List, or DLIS) which indicates that the item has a valid NSN already assigned. This requirement shall be met using MIL-PRF-49506 and MIL-STD-1388-2B (DI-ALSS-81529).

C.1.6. Packaging, Handling, Storage and Transportation C.1.6.1 Packaging shall be in accordance with IAW Military Marking for Shipment and Storage MIL-STD- 129 Level "B" packaging, which provides protection to meet moderate worldwide shipment, handling, and storage conditions.

C.1.6.2 Delivery of the remaining 7703 Spare Tire Carrier FSK will be based on the completion of the Contractors validation of FSK installation instructions.

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

- MARK FOR:
 Contract Number _____
 Contractor Part Number _____
 National Stock Number _____

*** END OF NARRATIVE C0001 ***

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

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MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

PACKAGING AND MARKING

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

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

(b) The following requirements shall apply:

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

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

(d) Marking:

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

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

(f) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

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

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- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(g) SUPPLEMENTAL INSTRUCTIONS: None

(End of Clause)

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-12-G-0010/0007 **MOD/AMD**

Name of Offeror or Contractor: OSHKOSH CORPORATION

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	2M1MPE14Q7 M6785411MP16860	2		AA	\$ 1,182,944.24
0001AB	2M1SPE04Q7 M6785411MP16860	2		AA	\$ 26,902.08
0001AC	2M1APE16Q7 67854067443 M6785411MP00506	2		AB	\$ 4,225,121.12
0001AD	2M1FPE07Q7 M6785412MP00470	2		AC	\$ 206,996.56
0001AE	2M1NPE04Q7 M6785412MP00471	2		AD	\$ 115,081.12
0001AF	2M1APL08Q7 M6785413MP00009	2		AE	\$ 8,908.98
TOTAL					\$ 5,765,954.10

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA 17	11109652031067854 0674432D6520C51MP16860502A	\$ 1,209,846.32
AB 21	12035MRAP12D000067854060310 067443	\$ 4,225,121.12
AC 57	13080MRAP31067854 0674432D8222302MP00470501J	\$ 206,996.56
AD 17	11810M5XG31067854 0674432D6028C52MP0047150N1	\$ 115,081.12
AE 21	12035MRAP25367854 0674432D2035MR3MP00009502C	\$ 8,908.98
TOTAL		\$ 5,765,954.10

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA 17	111311096520 31067854 067443 2D6520C51MP16860502A M6785411MP16860	067443
0001AB	AA 17	111311096520 31067854 067443 2D6520C51MP16860502A M6785411MP16860	067443
0001AC	AB 21	11132035MRAP 067443 12D0000678540674430310M6785411MP00502035MR067443	
0001AD	AC 57	11133080MRAP 31067854 067443 2D8222302MP00470501J M6785412MP00470	067443
0001AE	AD 17	11131810M5XG 31067854 067443 2D6028C52MP0047150N1 M6785412MP00471	067443
0001AF	AE 21	11132035MRAP 25367854 067443 2D2035MR3MP00009502C M6785413MP00009	067443

CONTRACTOR INVOICING SUBMISSION INSTRUCTIONS:

When submitting invoices, please utilize the Send Additional Emails option to notify the following MRAP team members that a new WAWF invoice has been submitted.

Sandee Story Sandra.Story@usmc.mil
Cathleen Smith Cathleensmith@paradigm.net

In addition to the requirements of the Prompt Payment Clause of this contract, the contractor shall cite on each WAWF invoice the contract line item number (CLIN); the contract sub-line item number (SubCLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

For all requirements, the contractor shall use the TACOM DODAAC W56HZV.

Data entry information for WAWF:
Payment Office DoDAAC: HQ0339

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MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

Issue By DoDAAC: "W56HZV"

Admin Office DoDAAC: S1403A

Inspector DoDAAC: S1403A (for Inspection at Origin)

Contract Number: W56HZV-12-G-0010

Delivery Order: 0007

SPECIAL INSTRUCTIONS TO DFAS:A. Section G CLINS 0001AA, 0001AB

PRONS 2M1MPE14Q7EH, 2M1SPE04Q7EH ARE FUNDED WITH MARINE CORPS MIPR M6785411MP16860, WITH CORRECT LINE OF ACCOUNTING AS LISTED ON THE MIPR: 1711109 6520 310 67854 067443 2D 6520C5 1MP16830502A 067443. MOVE ALL OBLIGATIONS AND DISBURSEMENTS TO THE CORRECT LOA.

B. Section G CLIN 0001AC

PRON 2M1APE16Q7EH IS FUNDED WITH MARINE CORPS MIPR M6785411MP00506, WITH CORRECT LINE OF ACCOUNTING AS LISTED ON THE MIPR: 2112035 MRAP 310 67854 067443 2D 2035MR 1MP00506502C 067443. MOVE ALL OBLIGATIONS AND DISBURSEMENTS TO THE CORRECT LOA.

C. Section G CLIN 0001AD

PRON 2M1FPE07Q7EH IS FUNDED WITH MARINE CORPS MIPR M6785412MP00470, WITH CORRECT LINE OF ACCOUNTING AS LISTED ON THE MIPR: 5713080 MRAP 310 67854 067443 2D 822230 2MP00470501J 067443. MOVE ALL OBLIGATIONS AND DISBURSEMENTS TO THE CORRECT LOA.

D. Section G CLIN 0001AE

PRON 2M1NPE04Q7EH IS FUNDED WITH MARINE CORPS MIPR M6785412MP00471, WITH CORRECT LINE OF ACCOUNTING AS LISTED ON THE MIPR: 1711810 M5XG 310 67854 067443 2D 6028C5 2MP0047150N1 067443. MOVE ALL OBLIGATIONS AND DISBURSEMENTS TO THE CORRECT LOA.

E. Section G CLIN 0001AF

PRON 2M1APL08Q7EH IS FUNDED WITH MARINE CORPS MIPR M6785413MP00009, WITH CORRECT LINE OF ACCOUNTING AS LISTED ON THE MIPR: 2112035 MRAP 253 67854 067443 2D 2035MR 3MP00009502C 067443. MOVE ALL OBLIGATIONS AND DISBURSEMENTS TO THE CORRECT LOA.

*** END OF NARRATIVE G0001 ***

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MOD/AMD

Name of Offeror or Contractor: OSHKOSH CORPORATION

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
2	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
3	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
4	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
5	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

6	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 21 of 21**

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Name of Offeror or Contractor: OSHKOSH CORPORATION

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	ATTACHMENT 001 ACE	25-SEP-2012	001	EMAIL
Attachment 0002	CDRL A011	05-FEB-2013	001	EMAIL
Attachment 0003	CDRL A012	05-FEB-2013	001	EMAIL
Attachment 0004	CDRL A013	05-FEB-2013	001	EMAIL
Attachment 0005	CDRL A014	17-JAN-2013	002	EMAIL
Attachment 0006	CDRL A015	05-FEB-2013	001	EMAIL
Attachment 0007	ATTACHMENT 11 TECH DATA PKG WORKSHEET	10-JAN-2013	001	EMAIL
Attachment 0008	ATTACHMENT 12 METADATA ATTRIBUTES LIST	17-JAN-2013	008	EMAIL
Attachment 0009	ASSERTION OF DATA RIGHTS - SPARE TIRE KIT FSK	07-DEC-2012	002	EMAIL