

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. Contract ID Code  
Firm Fixed Price

Page 1 Of 17

2. Amendment/Modification No.

0010

3. Effective Date

2023JUL28

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

ACC-DTA  
DARNELL DUNSON  
6501 E. 11 MILE RD.  
DETROIT ARSENAL, MI 48397-5000

Code

W56HZV

7. Administered By (If other than Item 6)

Code

EMAIL: DARNELL.N.DUNSON.CIV@ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-22-R-0033

9B. Dated (See Item 11)

2022AUG16

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS** The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ The Changes Set Forth In Item 14 Are Made In \_\_\_\_\_  
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/  
(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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

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W56HZV-22-R-0033

MOD/AMD 0010

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DARNELL DUNSON  
 Buyer Office Symbol/Telephone Number: CCTA-HTA-B/(571)588-9079  
 Type of Contract 1: Firm Fixed Price  
 Kind of Contract: Other

\*\*\* End of Narrative A0000 \*\*\*

Executive Summary for Request for Proposal W56HZV-22-R-0033

1. Request for Proposal (RFP) is issued by US Army Contracting Command - Detroit Arsenal to Oshkosh Corporation for the Family of Heavy Tactical Vehicle (FHTV) V. This solicitation is for a five year (5) Firm Fixed Price requirements contract with five (5) ordering periods. Under the proposed effort, OSK shall manufacture (i.e., new production or recapitalization) vehicles and trailers in the quantities set forth in individual contract delivery orders. The estimated quantities are as follows:

<u>NEW HEMTT</u>	<u>OY01</u>	<u>OY02</u>	<u>OY03</u>	<u>OY04</u>	<u>OY05</u>
M978A4 TANKER	60	60	60	60	60
M984A4 WRECKER	50	50	50	50	50
M985A4 GMT	5	5	5	5	5
M985A4 CARGO	30	30	30	30	30
M983A4 LET	56	106	110	14	8
M1977A4 CBT	40	112	87	87	87
<u>RECAP HEMTT</u>	<u>OY01</u>	<u>OY02</u>	<u>OY03</u>	<u>OY04</u>	<u>OY05</u>
M978A4 TANKER	10	10	10	10	10
M984A4 WRECKER	5	5	5	5	5
M985A4 CARGO	10	10	10	10	10
<u>NEW HET</u>	<u>OY01</u>	<u>OY02</u>	<u>OY03</u>	<u>OY04</u>	<u>OY05</u>
M1070 A1	60	60	60	60	60
<u>NEW PLS</u>	<u>OY01</u>	<u>OY02</u>	<u>OY03</u>	<u>OY04</u>	<u>OY05</u>
M1075A1	4	4	4	2	2
<u>RECAP PLS</u>	<u>OY01</u>	<u>OY02</u>	<u>OY03</u>	<u>OY04</u>	<u>OY05</u>
M1075A1	15	15	15	15	15
<u>NEW PLS-T</u>	<u>OY01</u>	<u>OY02</u>	<u>OY03</u>	<u>OY04</u>	<u>OY05</u>
M1076A0	50	50	40	40	30
M1076A1	25	25	15	15	10

2. The Government is also soliciting for Kits and Optional Equipment. For NEW and RECAP HEMTTs, NEW and RECAP PLS, New HET, New PLS Trailers, PLS Trailer - CTE, Kits and Optional Equipment, the Government request that the proposal reflects prices IAW the range format outlined in Section H of this solicitation:

3. Oshkosh Corporation shall provide a proposal by the due date on the cover sheet of this RFP by using the instructions provided in Section L.

4. Direct questions regarding this RFP to the US Army Contracting Command - Detroit Arsenal POCs: Naleyia Scott, telephone: (586)282-6219, electronic mail: naleya.k.scott.mil@army.mil. Darnell Dunson, telephone: (586)282-5345, electronic mail: darnell.n.dunson.civ@army.mil.

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AS6311

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**Name of Offeror or Contractor:**

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A.  Electronic Contracting

(a) All Army Contracting Command Detroit Arsenal solicitations will be publicized on the System for Award Management website (<https://www.sam.gov>). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

(b) As of 10 August 2015, unless directed to do otherwise in Section L of this solicitation, vendors are required to submit a quote or proposal on the website SAM.gov.

(c) Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

(d) It is the responsibility of the Offeror to ensure the proposal/quote is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if the proposal/quote was not received at the initial point of entry to the Government infrastructure (in this case, received through SAM) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal/quote is defined to mean ALL volumes or parts required in the solicitation are included in the electronic submission.

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

(e) Solicitations may remain posted on [www.SAM.gov](http://www.SAM.gov) after the solicitation closing date. If the response deadline has passed for the solicitation, vendors will no longer be able to submit electronic responses.

(f) Any award issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Governments 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 an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website at <http://www.aptac-us.org/> to locate a regional center.

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AS7001

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A.  ACKNOWLEDGEMENT OF AMENDMENTS

Acknowledge all the amendments received from the Government by identifying the amendment number and its issue date below:

Amendment Number: Date:


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**MOD/AMD 0010**

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AS7040

A. \_\_ ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

Information regarding the Ombudsperson for this contract is located at the following website: <https://www.tacom.army.mil/ombudsperson>  
. (Best viewed using Google Chrome or Microsoft Edge)

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AS7104

A. \_\_ PROPOSAL ADEQUACY CHECKLIST REQUIRED

(a) Certified Cost and Pricing Data must be submitted by the offeror IAW FAR 15.403-5, including Table 15-2 of FAR 15.408. The offeror must also complete, and provide with the proposal, the "Proposal Adequacy Checklist" found in Section L (252.215-7009) of this solicitation.

(b) Failure to fully complete the checklist, may result in the return of the proposal and the offeror will be allowed five (5) business days from the date of return notification to fully complete and submit the checklist.

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AS7316

A. \_\_ ALL OR NONE

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

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\*\*\* END OF NARRATIVE A0001 \*\*\*

1. The purpose of Amendment 0010 to solicitation W56HZV-22-R-0033 is to update section A,H,J and L.

**Name of Offeror or Contractor:**

2. Section A is updated as follows:

From:

2.The Government is also soliciting for Kits and Optional Equipment. For NEW and RECAP HEMTTs, NEW and RECAP PLS, New HET, New PLS Trailers, PLS Trailer - CTE, Kits and Optional Equipment, the Government request that the proposal reflects prices for the lot size pricing below:

1-5 EA  
6-15 EA  
16-30 EA  
31-50 EA  
51-100 EA  
101+ EA

To:

2. The Government is also soliciting for Kits and Optional Equipment. For NEW and RECAP HEMTTs, NEW and RECAP PLS, New HET, New PLS Trailers, PLS Trailer - CTE, Kits and Optional Equipment, the Government request that the proposal reflects prices IAW the range format outlined in Section H of this solicitation:

3. Section H is updated as follows:

a. H.2.1.2 is added as follows:

Pricing Curve Formulas Production CLINs:

b. H.2.1.3 is added as follows:

Based upon the variable unit prices negotiated for the specified quantities for the Production CLINs, corresponding pricing curve formulae will be automatically calculated for use on future delivery orders to determine the variable pricing for quantities not specified in the Price Matrix. The pricing curves will be based upon best fit power regression and the formulae will be reflected in the applicable cell in the Price Matrix. The contractor shall not change or edit the curve formulae provided in the Price Matrix. Any alteration of the formulae for the pricing curve may result in delay of contract award. The power curve formula will be  $Y = Ax^b$ , whereby:

Y represents the unit price to be calculated,

A represents the T-1 value, which is the theoretical unit price for the first unit based upon the respective curve formula,

x represents the quantity to be ordered, and

b represents the slope for the applicable quantity curve.

c. H.2.1.4 is added as follows:

Based upon the unit prices negotiated for those quantities, and the corresponding power curve formula will be utilized to calculate a unit variable price for the evaluated quantities within that interval.

d. H.2.1.5 is added as follows:

Order quantities placed within a 30-day period of the initial order shall be combined to determine the total applicable vehicle unit price for those orders. For example, order vehicles are ordered within 30 days of an original order, the additional quantity of vehicles will be priced at vehicle unit price identified on the Variable Prices Attachment, for the combined quantity. The initial order price shall also be adjusted downward to the newly applicable pricing based on the combined quantity.

In determining quantity discounts, the estimated unit prices shall reflect material commonality discounts for parts common across vehicles, without constraints in aggregating quantity requirements.

e. H.2.3 is changed as followed:

From:

Range Pricing for Base Unit Price. The range pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity, by model, to be procured, regardless of the delivery period, 2) all other trucks of the same model

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currently on contract, whose delivery period overlaps the delivery period of the current action and, 3) all orders of the same vehicle models placed within 30 days of the date of award for the current action. The sum of these three actions, by model type, will determine the range price used for the current delivery order. For the purpose of Range Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

To:

Pricing for Base Unit Price. The Pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity, by model, to be procured, regardless of the delivery period, 2) all other trucks of the same model currently on contract, whose delivery period overlaps the delivery period of the current action and, 3) all orders of the same vehicle models placed within 30 days of the date of award for the current action. The sum of these three quantities, by model type, will determine the appropriate quantity applied to the pricing curve matrix used for the current delivery order. For the purpose of Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

f. H.2.4 is changed as follows:

From:

HEMTT and PLS (excluding PLST) Range Pricing for Paint. The paint range pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity by platform (HEMTT or PLS), to be procured, regardless of the delivery period, 2) all other trucks of the same platform currently on contract, whose delivery period overlaps the delivery period of the current order and, 3) all orders of the same platform (HEMTT or PLS) placed within 30 days of the date of award for the current order. The sum of these three actions, by platform type, will determine the paint range price used for the current delivery order. For the purpose of Range Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

To:

HEMTT and PLS (excluding PLST) Range Pricing for Paint Labor. The paint range pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity by platform (HEMTT or PLS), to be procured, regardless of the delivery period, 2) all other trucks of the same platform currently on contract, whose delivery period overlaps the delivery period of the current order and, 3) all orders of the same platform (HEMTT or PLS) placed within 30 days of the date of award for the current order. The sum of these three actions, by platform type, will determine the paint price used for the current delivery order. For the purpose of Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

g. H.2.5 is changed as follows:

From:

HEMTT and PLS (excluding PLST) Range Pricing for Common Cab. The common cab range pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity, both HEMTT and PLS, to be procured, regardless of the delivery period, 2) all other HEMTT and PLS currently on contract, whose delivery period overlaps the delivery period of the current action and, 3) all orders for HEMTT and PLS placed within 30 days of the date of award for the current action. The sum of these three actions, will determine the common cab range price used for the current delivery order. For the purpose of Range Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

To:

HEMTT and PLS (excluding PLST) Range Pricing for Common Cab Labor. The common cab range pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity, both HEMTT and PLS, to be procured, regardless of the delivery period, 2) all other HEMTT and PLS currently on contract, whose delivery period overlaps the delivery period of the current action and 3) all orders for HEMTT and PLS placed within 30 days of the date of award for the current action. The sum of these three actions, will determine the common cab price used for the current delivery order. For the purpose of Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

h. H.2.6 is changed as follows:

From:

Total Truck Price. For purposes of pricing a HEMTT and PLS, the base unit price, paint unit price and common cab unit price must be added together to arrive at total truck price. The truck price for these three elements is determined by the Range Pricing as defined in Sections H.2.3, H.2.4 and H.2.5.

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To:

Total Truck Price. For purposes of pricing a HEMTT and PLS, the base unit price, paint unit price and common cab unit price must be added together to arrive at total truck price. The truck price for these three elements is determined by the Pricing as defined in the Sections above H.2.3 H.2.4 and H.2.5

i. H.2.7

From:

Quantity Common Cab Price Break Example: Quantity price breaks are 1-30, 31-90, 91-180, 181-300, 301-600 and 601 and above. Current procurement is for 190 each HEMTT RECAP M977A4 CARGO, 27 each HEMTT RECAP Wrecker M984A4 and 91 each M1075A1 PLS. Based on the forecast and a review of production, the trucks shall all be delivered between January 2017 and December 2017. The last 20 trucks of an earlier order for 200 each M984A4s, placed 6 months ago, are delivered in January 2017. Finally the Government placed an order for 100 each M984A4s 21 days ago. Therefore, the total quantity of vehicles to be considered for the purpose of determining the quantity common cab price break for the current action is 428 each (HEMTTs and PLS). Therefore, the quantity common cab price break used for the current action for both HEMTTs and PLS being ordered is the 301-600 break.

To:

Quantity Common Cab Price Break Example: Current procurement is for 190 each HEMTT RECAP M977A4 CARGO, 27 each HEMTT RECAP Wrecker M984A4 and 91 each M1075A1 PLS. Based on the forecast and a review of production, the trucks shall all be delivered between January 2024 and December 2024. The last 20 trucks of an earlier order for 200 each M984A4s, placed 6 months ago, are delivered in January 2024. Finally, the Government placed an order for 100 each M984A4s 21 days ago. Therefore, the total quantity of vehicles to be considered for the purpose of determining the quantity common cab price break for the current action is 428(190+27+91+20+100) each (HEMTTs and PLS).

4. Section J is updated as follows:

Attachment 0013-PRICING-CURVE-TOOL v1.5 is added.

5. Section L is updated as follows:

From:

1. Please provide range pricing for each Ordering Year (OY01, OY02, OY03, OY04, and OY05) for each item in the following Sections IAW the range format in paragraph 2 of Section A:

- C.2 Extended Service Program (Recapitalization)
- C.3 Palletized Load System Trailer A0/A1 New Production
- C.4 Palletized Load System Trailer Container Transfer Enhancement (CTE) Install
- C.5 Kits and Optional Equipment
- C.19 New Production Heavy Expanded Mobility Tactical Truck A4, Palletized Load System A1
- C.20 Palletized Load System Trailer RECAP

To:

Please utilize the pricing curve for each Ordering Year (OY01, OY02, OY03, OY04, and OY05) for each item in the following Sections IAW the pricing method format in paragraph 2 of Section A:

- C.2 Extended Service Program (Recapitalization)
- C.3 Palletized Load System Trailer A0/A1 New Production
- C.4 Palletized Load System Trailer Container Transfer Enhancement (CTE) Install
- C.5 Kits and Optional Equipment
- C.19 New Production Heavy Expanded Mobility Tactical Truck A4, Palletized Load System A1
- C.20 Palletized Load System Trailer RECAP

6. Direct questions regarding this RFP to the US Army Contracting Command - Detroit Arsenal POCs: Naleyia Scott, telephone: (586)282-6219, electronic mail: naleya.k.scott.mil@army.mil. Darnell Dunson, telephone: (586)282-5345, electronic mail: darnell.n.dunson.civ@army.mil.

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

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**Name of Offeror or Contractor:**

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\*\*\* END OF NARRATIVE A0011 \*\*\*

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Warranty. This warranty provision does not limit the Government's rights under the inspection and acceptance clause in relation to latent defects, fraud, or gross mistakes that amount fraud.

H.1.1 Definitions. For purposes of this clause, the following definitions apply:

H.1.1.1 Vehicle/Trailer. A vehicle/trailer, as identified in Attachment 0010, includes the entire end item including all parts, all BII and items/components/kits required to be delivered with it.

H.1.1.2 End Item. An assemblage of supplies that comprise a complete system, i.e., vehicles, kits and trailers are end items.

H.1.1.3 Defect or Failure. Any end item or part, assembly, or subassembly on the end item that does not function or operate as it is designed/intended.

H.1.1.4 Systemic Defect. The classification of failures that occurs or may occur with a frequency, pattern, or sameness to indicate a regularity of occurrence. The following are examples of documentation to be used in determining if a failure is systemic:

- Equipment Improvement Recommendations
- Product Quality Deficiency Reports (reference E.3)
- PQDR/Warranty Claim Data Base (reference E.3.1)
- In-Process Critical/Major Defects/Failures (reference E.2.1.3)

Systemic defects are covered by systemic warranty which covers the complete vehicle, and all its components, to include subcontractor components, parts and labor.

H.1.1.5 Correction. The repair or replacement of defective or failed warranted components on the end items (to include parts, kits, assemblies or subassemblies on the end items) delivered under this contract.

H.1.1.6 Redesign. The remedy to correct a defect or failure on warranted items when workmanship, material and manufacturing nonconformance (E.1.2.6) have been eliminated as the cause of the failure or defect. Redesign applies only to systemic defects.

H.1.1.7 Unclassified (Workmanship) Deficiencies. All unclassified (workmanship) deficiencies that have no effect on form fit or function, safety, interchangeability, life, vehicle performance or jeopardize mission capability but are considered departures from good workmanship.

H.1.2 Warranties. Except as provided in H.1.2.4, Exclusions and H.1.5, the contractor shall be responsible for any corrections or redesigns necessary to remedy system defects or failures found in end items or parts, assemblies or subassemblies of end items. The contractors obligation to repair or replace the defect or failure at no cost to the Government shall include responsibility for:

- a. The costs of repair parts and any labor necessary to redesign, repair, replace or correct the defective/failed item.
- b. Furnishing all labor and material to reinspect the items that the Government reasonably expects to be defective.
- c. Accomplishing the required repair or replacement of the defective or failed item, and
- d. Test, inspect, package, pack and mark repaired or replaced items, when needed.
- e. All costs associated with any configuration changes which are incorporated into the contract as a result of a system defect or warranty.

H.1.2.1 Hand-Off Warranty. Notwithstanding inspection and acceptance by the Government of the end items and services provided under the contract, the contractor warrants that all accepted vehicles conform to the performance and manufacturing requirements specifically delineated in this contract and conform to the performance requirements defined in ATPD 2304D, Attachment 0001 (for the HEMTT/PLS/PLST); ATPD 2152G, Attachment 0002 (for the HET). The warranty is the same for vehicles and other end items used both CONUS and OCONUS. The contractor shall provide repair parts and be responsible for all required repair labor resulting from defects/failures on warranted items at no additional cost to the Government. The contractor shall only be responsible for transportation damage directly caused as a result of the contractor's effort to load and secure vehicles shipped from the contractors facility.

H.1.2.2 Material and Workmanship Warranty.

- a. The warranty, as identified in this contract, shall be effective for 13 months from the date of shipment. The date of shipment shall be as shown on the Requisition and Invoice/Shipping Document (Bill of lading). The contractor shall inform the Government greater warranty coverage on components, to the extent that the contractor's suppliers customarily provide such greater coverage to their

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commercial customers.

b. If vehicles or trailers are placed in storage at the contractor's facility following production, before being put in service, the 13-month warranty period shall not start until each such vehicle is withdrawn from that storage, or the 13-month warranty period shall not start until nine months from the date shown on the Material Inspection and Receiving Report (DD Form 250); whichever occurs first. The date the vehicle or trailer is withdrawn from storage shall be as shown on the Requisition and Invoice/Shipping Document (Bill of lading). For example: vehicles stored up to and including nine months will have a 13 month warranty period from date of shipment; however, if a vehicle is stored for ten months and then shipped from the contractor's facility, that vehicle's warranty period will be for 12 months from the shipping date, likewise, a vehicle stored for 11 months, then shipped from the contractor's facility, will have an 11 month warranty period from the shipping date.

c. Notwithstanding inspection and acceptance by the Government of the end items furnished under this contract, the contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of the warranty period. All remedies which the Government may seek will be brought against the contractor. The contractor shall be responsible for the administration of all subcontractor warranties. The warranty is the same for both CONUS and OCONUS.

H.1.2.3 Systemic Defect Warranty. Notwithstanding inspection and acceptance by the Government of the end items furnished under this contract, the contractor warrants that end items shall be free of systemic defects and failures. The contractor shall be responsible for correcting systemic defects on all end items. If a systemic defect is discovered and workmanship, material or manufacturing non-conformance has been determined as the cause of such defect, the contractor shall be responsible for developing and implementing a redesign as necessary to correct the defect at no additional cost to the Government. The contractor shall be responsible for all costs associated with the end item level testing required to validate the proposed redesign, plus all efforts normally associated with an ECP to include provisioning and manual updates. The contractor shall incorporate the redesign into the production process and may be required to retrofit some or all of the end items procured under this contract. The contractor shall provide a systemic defect warranty for all end items, regardless of manufacture date, (to include vehicles, trailers, kits) for 24 months from Government acceptance (DD250) of the last vehicle produced under this contract.

H.1.2.4 Exclusions. The warranties set forth in this clause shall not apply to any defect caused by misuse or abuse of the end item, accident damage, damage incurred during Government transportation, combat damage, normal wear and tear, or by the Government's failure to perform proper maintenance or service on the end item as cited in the vehicles TM.

H.1.3 Notification of Warranty Claim. Written notification to the contractor of a warranty claim will be provided with the contractors warranty claim form and/or PQDR and will constitute the formal warranty claim.

H.1.3.1 For Material, Workmanship and Subcontractor warranties, the contractor shall be notified of warranty claims by an authorized Government official or the Government's Representative electronically, followed up by a Standard Form (SF) 368 or contractors warranty claim form. Notification dates initiate the period for the contractor to perform the necessary corrective action(s). The PCO will provide the contractor written notification of a systemic defect.

H.1.3.2 Warranty information requirements to the contractor for Hand-Off, and Material and Workmanship warranties, will include, but not necessarily be limited to: PQDR or warranty claim number; date of customer claim; customer identification and location; and the end item serial number; operating hours or miles on the equipment; and a description of or circumstances surrounding the defects. The contractor shall respond electronically to each claim with the contractors warranty completion form which will include a warranty claim number, part numbers, manufacture cage code, National Stock Numbers of the defective supplies, root cause reason for the deficiency, and the date the individual claim is closed. The contractor shall provide the response within five days of closure of the claim to the PCO or their representative. (Reference: E.3.1)

H.1.4 Updated Contractor Correction. The contractor shall complete 85% of corrections, calculated on a monthly basis, on site at the vehicles location, at a Government approved repair facility, or at a contractor approved repair facility under the Material and Workmanship and component warranties within 21 calendar days of the notification date with no open warranty claims exceeding 60 days unless additional time is authorized by the PCO. The Contractor shall deliver the data to the Government IAW Section E.3.1.

H.1.4.1 The contractor shall correct systemic defects within 60 calendar days after notification by the PCO of a systemic defect, unless a redesign or an extensive repair effort is required. If a redesign or an extensive repair effort is required, the contractor shall notify the PCO in writing within 30 calendar days after notification from the PCO and shall provide the date by which correction will be completed, subject to Government concurrence or acceptance.

H.1.5 Government Correction. The Government may elect to retain the defective or failed item and unilaterally reduce the contract price by an equitable amount or arrange for the correction of the defective or failed item by the Government or another source, at the contractors expense.

H.1.5.1 The Government may elect to perform corrective actions/repairs for warranted components. The contractor shall ship replacement parts for Government corrective actions within fourteen (14) calendar days of notification of parts receipt. CONUS requirements shall be shipped to the repair location, including Alaska and Hawaii). OCONUS requirements will be shipped to a Government provided APO or CONUS

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Port of Embarkation. The contractor is not responsible for any damages occurring during transportation after receipt of components at the repair location, APO or CONUS Port of Embarkation.

H.1.5.2 Warranty Reimbursement for Government Corrections. If the contractor cannot take corrective action to correct or repair the warranted item(s), the contractor shall reimburse the Government for the labor and parts required to correct or repair defective parts. The Government will notify the contractor in writing for the reimbursement required. The contractor shall remit payment by the 15th day of each month for all warrantable claims by the Government for reimbursement which were received by the contractor in the previous month. Payment shall be sent to PM, HTV (Attn: Business Management), with checks made payable to "The Treasurer of the United States". The contractor shall maintain a list identifying the user's warranty claim number, date of claim, and amount of each claim broken out by parts and labor, and contract number under which each claim arose. A copy of the list marked with the identifying check numbers shall be provided to the Administrative Contracting Officer (ACO) concurrent with payment.

H.1.6 Contractor Rights and Remedies. The contractor has the right to inspect parts found to be defective under the vehicle/end item warranties at the fielding or using unit location. The contractor will be allowed to take possession of failed parts following their replacement upon request. All such parts for which the contractor takes into possession shall be identified by the contractor with all the information necessary to later identify the vehicle from which the part was removed and the associated mileage at time of removal. All freight charges for the requested return of defective/failed parts released to the Field Service Representative (FSR) or otherwise disposed of are the responsibility of the contractor.

H.1.6.1 The contractor will be allowed to inspect defective supplies under the Systemic Defect warranty to the extent possible. Because of the nature of a systemic defect, all individual defective parts may not be available. The contractor will be provided with all documentation used to determine that a defect is considered systemic upon written request to the PCO. The contractor shall inform the Government of any testing, study or inspection findings of returned warranty parts upon Government request (CDRL A023). The above-described inspection rights do not relieve the contractor of its obligation to initiate the warranty replacement/repair action when notified by the Government of a warranty claim. In the event that the contractor determines that the defective supplies are not warrantable, it shall immediately notify the PCO and provide detailed rationale supporting its position.

**H.2 Pricing Instructions for Vehicle Procurements.**

H.2.1 Pricing. The purpose of this section is to define the pricing methodology that both the Government and the contractor shall use to determine price when adding vehicles to this contract.

H.2.1.1 For informational purposes only, the estimated quantity of 2,248 vehicles in the solicitation is not a representation to the contractor of what the Government may order.

**H.2.1.2 Pricing Curve Formulas Production CLINs:**

H.2.1.3 Based upon the variable unit prices negotiated for the specified quantities for the Production CLINs, corresponding pricing curve formulae will be automatically calculated for use on future delivery orders to determine the variable pricing for quantities not specified in the Price Matrix. The pricing curves will be based upon best fit power regression and the formulae will be reflected in the applicable cell in the Price Matrix. The contractor shall not change or edit the curve formulae provided in the Price Matrix. Any alteration of the formulae for the pricing curve may result in delay of contract award. The power curve formula will be  $Y = Ax^b$ , whereby:

Y represents the unit price to be calculated,

A represents the T-1 value, which is the theoretical unit price for the first unit based upon the respective curve formula,

x represents the quantity to be ordered, and

b represents the slope for the applicable quantity curve.

H. 2.1.4 Based upon the unit prices negotiated for those quantities, and the corresponding power curve formula will be utilized to calculate a unit variable price for the evaluated quantities within that interval.

H.2.1.5 Order quantities placed within a 30-day period of the initial order shall be combined to determine the total applicable vehicle unit price for those orders. For example, order vehicles are ordered within 30 days of an original order, the additional quantity of vehicles will be priced at vehicle unit price identified on the Variable Prices Attachment, for the combined quantity. The initial order price shall also be adjusted downward to the newly applicable pricing based on the combined quantity.

In determining quantity discounts, the estimated unit prices shall reflect material commonality discounts for parts common across vehicles, without constraints in aggregating quantity requirements.

H.2.2 Ordering Year Price. Prices for items procured under this contract have been provided in an Ordering Year format. Ordering Years are as follows:

1. First Ordering Year of the Contract is 1 Day through 364 Days after Contract award.
2. Second Ordering Year of the Contract is 365 Days through 729 days after contract award.

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3. Third Ordering Year of the Contract is 730 days through 1,094 days after contract award.
4. Fourth Ordering Period is 1,095 days through 1,459 days after contract award.
5. Fifth Ordering Period is 1,460 days through 1,824 days after contract award

H.2.3 Pricing for Base Unit Price. The Pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity, by model, to be procured, regardless of the delivery period, 2) all other trucks of the same model currently on contract, whose delivery period overlaps the delivery period of the current action and, 3) all orders of the same vehicle models placed within 30 days of the date of award for the current action. The sum of these three quantities, by model type, will determine the appropriate quantity applied to the pricing curve matrix used for the current delivery order. For the purpose of Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

H.2.3.1 The Pricing Curve determination for the base unit price described in the Section above H.2.3 will also determine the Pricing Curve for the HET and PLST as well.

H.2.4 HEMTT and PLS (excluding PLST) Range Pricing for Paint Labor. The paint range pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity by platform (HEMTT or PLS), to be procured, regardless of the delivery period, 2) all other trucks of the same platform currently on contract, whose delivery period overlaps the delivery period of the current order and, 3) all orders of the same platform (HEMTT or PLS) placed within 30 days of the date of award for the current order. The sum of these three actions, by platform type, will determine the paint price used for the current delivery order. For the purpose of Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

H.2.5 HEMTT and PLS (excluding PLST) Range Pricing for Common Cab Labor. The common cab range pricing used for each delivery order shall be determined based on the following three items: 1) the total quantity, both HEMTT and PLS, to be procured, regardless of the delivery period, 2) all other HEMTT and PLS currently on contract, whose delivery period overlaps the delivery period of the current action and 3) all orders for HEMTT and PLS placed within 30 days of the date of award for the current action. The sum of these three actions, will determine the common cab price used for the current delivery order. For the purpose of Pricing Breaks, Multiple Delivery Orders issued on the same day will be treated as a total quantity. The pricing for previously awarded delivery orders will remain unchanged.

H.2.6 Total Truck Price. For purposes of pricing a HEMTT and PLS, the base unit price, paint unit price and common cab unit price must be added together to arrive at total truck price. The truck price for these three elements is determined by the Pricing as defined in the Sections above H.2.3 H.2.4 and H.2.5

H.2.7 Quantity Common Cab Price Break Example: Current procurement is for 190 each HEMTT RECAP M977A4 CARGO, 27 each HEMTT RECAP Wrecker M984A4 and 91 each M1075A1 PLS. Based on the forecast and a review of production, the trucks shall all be delivered between January 2024 and December 2024. The last 20 trucks of an earlier order for 200 each M984A4s, placed 6 months ago, are delivered in January 2024. Finally, the Government placed an order for 100 each M984A4s 21 days ago. Therefore, the total quantity of vehicles to be considered for the purpose of determining the quantity common cab price break for the current action is 428(190+27+91+20+100) each (HEMTTs and PLS).

H.3 Cost and Software Data Reporting (CSDR). Cost and Software Data are the primary means by which the DoD collects data on the costs that contractors incur on DoD programs. Reliable and comprehensive cost data is essential to produce credible cost estimates as required in both statute and regulation. The Governments goals and use of CSDR data is to improve the quality of cost estimates; ensure proper resource allocation occurs within the DoD; and enable data driving decision making by program and department leadership.

H.3.1 The contractor shall systematically collect and report actual contract costs in accordance with, and in order to, deliver the following CDRLs data deliverables:

Report Title	CDRL
Bill of Materials (BOMs)	A028
Contract Cost Data Report (DD Form 1921)	A025
Contract Work Breakdown Structure and Dictionary	A024
Contractor Business Data Report (DD Form 1921-3)	A027
Functional Cost-Hour Report (DD Form 1921-1)	A026
Maintenance and Repair Report (DD Form 1921-M/R)	A033
Progress Curve Report (DD Form 1921-2)	A032
Resource Distribution Table	A035

The contractor shall prepare CSDR reports IAW the above listed CDRLs and Attachment 0008 (CSDR Plan).

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H.3.2 Application to Subcontractors. The contractor shall flow-down CSDR requirements referenced in sections H.3.1 and its subparagraphs to subcontractors regardless of tier when the subcontract value is expected to exceed \$50 million using the maximum allowable contract quantities, hours, or options (as applicable), as required by Department of Defense (DoD) 5000.04-M-1 - CSDR Manual. The contractor shall require subcontractors to electronically deliver CSDRs deliverables directly to the Defense Cost and Resource Center (DCARC). The contractor shall ensure that subcontractors subject to CSDR reporting thresholds collect data in sufficient detail to meet Attachment 0008 - CSDR Plan requirements. The contractor shall collect and deliver data on all subcontractors to comply with Attachment 0009 and CDRL A035 - Resource Distribution Table and Attachment 0008 - CSDR Plan requirements.

H.3.3 Post-Award Cost and Software Data Reporting Conference. The contractor shall host a Post-Award CSDR Conference at the contractor's Oshkosh, WI facility where CSDRs are prepared with the Government's Cost Working Group Integrated Product Team (CWIPT) IAW DFARS 242.503-2(b), DoD 5000.04-M-1 (CSDR Manual). The purpose of the Post-Award CSDR Conference is to review the contracts CSDR requirements, access how the Contractors accounting system satisfies the CSDR requirements found in DoD 5000.04-M-1, CSDR Manual and Attachment 0008 - CSDR Plan. The Contractor shall provide a read ahead package for the Post-Award CSDR Conference IAW CDRL A019.

In the briefing, the contractor shall:

- (1) Demonstrate how it collects cost data in its accounting system and how that data will be utilized to provide actual cost transactions and not cost allocations when preparing CSDR data deliverables - Describe how recurring vs. nonrecurring costs are segregated.
- (2) Demonstrate how the data from its accounting system will be mapped into the reporting categories in Attachment 0008 - CSDR Plan.
- (3) Present the methodologies used for mapping internal cost accounts to the CWBS, specifically showing how individual CWBS elements and functional element codes will be populated.
- (4) Propose changes to Attachment 0008 - CSDR Plan in order to tailor the plan to the contractors accounting system, to include any contractor recommended changes or additions to the CWBS elements in Attachment 0008 - CSDR Plan.

The Government will inform the contractor of the exact date of the Post-Award CSDR Conference within 30 days of completing the Contract Start of Work Meeting. This conference has an anticipated duration of one business day.

H.3.4 Contract Work Breakdown Structure (CWBS) & Dictionary. The contractor shall develop and maintain a CWBS and CWBS Dictionary IAW CDRL A024 throughout the life of the contract. The contractor shall use the CWBS as the primary framework for contract planning, budgeting, and reporting of the cost, schedule, and technical performance status to the Government. The contractor shall extend the CWBS to provide adequate internal management, surveillance, and performance measurement of the contract. The contractor shall ensure all CWBS oriented reporting is compliant with at least the lowest WBS levels identified by Attachment 0008 - CSDR Plan.

H.3.4.1 The contractor shall develop and maintain the data item in accordance with DI-MGMT-81334D, MIL-STD-881D, Attachment 0008 - CSDR Plan, the CSDR Manual (DoD 5000.04-M-1), and as tailored in the CDRL. The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

H.3.5 Resource Distribution Table (RDT)

The contractor shall complete the RDT, provided as Attachment 0009 (RDT), and deliver it to the Government IAW CDRL A035 (RDT).

H.3.5.1 The contractor shall develop and maintain the data item in accordance with MIL-STD-881D, Attachment 0008 - CSDR Plan, and the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

H.3.6 Cost Data Summary Report (CDSR, DD Form 1921)

The contractor shall prepare and deliver CDRL A025, the Cost Data Summary Report (DD Form 1921) to report direct and indirect actual cost data on both a recurring and non-recurring basis by CSDR CWBS level as specified in Attachment 0008 - CSDR Plan.

H.3.6.1 The contractor shall develop and maintain the data item in accordance with DI-FNCL-81565C, MIL-STD-881D, Attachment 0008 - CSDR Plan, and the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

H.3.7 Functional Cost-Hour Report (FCHR, DD Form 1921-1)

The contractor shall prepare and deliver CDRL A026, Functional Cost-Hour Report (DD Form 1921-1) to report information on resources including labor hours, overhead costs, material costs, and other direct and indirect cost data on both a recurring and non-recurring basis by CSDR CWBS level as specified in Attachment 0008 - CSDR Plan.

H.3.7.1 The contractor shall develop and maintain the data item in accordance with DI-FNCL-81566C, MIL-STD-881D, Attachment 0008 - CSDR Plan, and the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

H.3.8 Progress Curve Report (PCR, DD Form 1921-2)

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The contractor shall prepare and deliver CDRL A032, the Progress Curve Report (DD Form 1921-2) to report direct production cost and hours data at the unit level, as specified in Attachment 0008 - CSDR Plan.

H.3.8.1 The contractor shall develop and maintain the data item in accordance with DI-FNCL-81567C, MIL-STD-881D, Attachment 0008 - CSDR Plan, and the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

**H.3.9 Contractor Business Data Report (CBDR, DD Form 1921-3)**

The contractor shall prepare and deliver CDRL A027, the Contractor Business Data Report (DD Form 1921-3) to provide the means to facilitate estimating and analysis of indirect contract costs, as specified in Attachment 0008 - CSDR Plan.

H.3.9.1 The contractor shall develop and maintain the data item in accordance with DI-FNCL-81765B, MIL-STD-881D, Attachment 0008 - CSDR Plan, the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

Contractors shall be required to deliver 1921-3 Contractor Business Data Report (CBDR) on an annual basis within 60 days subsequent to the end of the contractors fiscal year for the life of the contract in accordance with DI-FNCL-81765B (or most recently approved version). Only one report is required to be completed and delivered by each FPR (Forward Pricing Rate) unit (e.g., plant, site, business unit) per year, independent of the number of contracts within the FPR unit which contain this CDRL item. The CBDR is to be prepared by and for the business entity (e.g., plant, site, or business unit) responsible for delivering the Forward Pricing Rate Proposal (FPRP) representing the basis for Forward Pricing Rate Agreement (FPRA) negotiations with the Government. In the absence of a FPR requirement, the term FPR unit should be interpreted for reporting purposes as business unit as defined in the FAR. The DCARC is responsible for administration of this requirement. The DCARC website is located at <http://cade.osd.mil/csdr>

All 1921-3 reports shall be delivered electronically using the 1921-3 & FPR Submit-Review System. The required form and file type for each 1921-3 report is specified in its Data Item Description (DID).

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H.3.11 Maintenance and Repair Report (M&R, DD Form 1921-M/R). The contractor shall prepare and deliver CDRL A033, the Maintenance and Repair Report (DD Form 1921-M/R) to report sustainment information including labor hours, parts consumption, overhead costs, material costs, other direct and indirect cost, and vehicle and part maintenance data as specified in Attachment 0008 - CSDR Plan.

H.3.11.1 The contractor shall develop and maintain the data item in accordance with DIMGMT-82163, MIL-STD-881D, Attachment 0008 - CSDR Plan, and the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

H.3.12 BOM. The contractor shall provide a BOM IAW CDRL A028 for its HEMTT, PLS, HET design, the first submission of which shall be current as of the date of contract award and the final submission of which shall be current as of the end of the contract. The BOM shall be a complete, indented list of material, including all levels of assembly (regardless of component item type) required to build, assemble, and sustain complete HEMTT, PLS, HET end-item.

H.3.12.1 The contractor shall develop and maintain the data item in accordance with DI-MGMT-81994, MIL STD-881D, Attachment 0008 - CSDR Plan, the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the CADE website at <http://cade.osd.mil/>

H.3.13 Standardized Bill of Material (SBOM). The contractor shall complete Attachment 0012 and submit with their proposal, the top 80% (eighty percent) of the SBOM National Stock Number (NSNs) for ordering year 01 (OY 01) of this solicitation for the below quantity range for each new HEMTT, PLS, PLS-T, and HET End Item. The completed Attachment(s) shall be current as of the date of contract proposal submission.

**Ordering Year 01**

NEW HEMTT	Quantity Range
M978A4 TANKER	31-90
M984A4 WRECKER	31-90
M985A4 GMT	1-30
M985A4 CARGO	1-30
M983A4 LET	31-90
M1977A4 CBT	31-90

NEW HET	Quantity Ranges
M1070 A1	31-90

NEW PLS	Quantity Ranges
M1075A1	1-30

NEW PLS-T	Quantity Ranges
M1076A0	31-90
M1076A1	1-30

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0013	PRICING CURVE TOOL V1.5			

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Please utilize the pricing curve for each Ordering Year (OY01, OY02, OY03, OY04, and OY05) for each item in the following Sections IAW the pricing method format in paragraph 2 of Section A:

- C.2 Extended Service Program (Recapitalization)
- C.3 Palletized Load System Trailer A0/A1 New Production
- C.4 Palletized Load System Trailer Container Transfer Enhancement (CTE) Install
- C.5 Kits and Optional Equipment
- C.19 New Production Heavy Expanded Mobility Tactical Truck A4, Palletized Load System A1
- C.20 Palletized Load System Trailer RECAP

\*\*\* END OF NARRATIVE L0002 \*\*\*