

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

PAGE 1 OF  
1 of 52

2. CONTRACT NO. <b>SPM7L10-07-D-7001</b>	3. AWARD/EFFECTIVE DATE <b>12/29/2006</b>	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>SP0700-06-R-7023</b>	6. SOLICITATION ISSUE DATE <b>10 July 2006</b>
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME <b>Pauline E. Bradley-Buck</b>	b. TELEPHONE NUMBER (No collect calls) <b>(614) 692-1406</b>	8. OFFER DUE DATE/ LOCAL TIME <b>18 August 2006</b>
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9. ISSUED BY <b>DEFENSE SUPPLY CENTER, COLUMBUS ATTN: DSCC-DR, BLDG 43 PO BOX 3990 COLUMBUS, OH 43218-3990</b>	CODE <b>S9C700</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (BIA) NAICS: 326211 SIZE STANDARD: 1,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <b>NET 30</b>	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO <b>SEE TECHNICAL EXHIBIT, ATTACHMENT 2</b>	CODE	16. ADMINISTERED BY <b>DEFENSE SUPPLY CENTER, COLUMBUS PO BOX 3990 COLUMBUS, OHIO 43218-3990</b>	CODE <b>S9C710</b>
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17a. CONTRACTOR/OFFEROR <b>MICHELIN AIRCRAFT TIRE COMPANY, LLC. ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES TELEPHONE NO. (864) 458-4822</b>	CODE <b>0A1K8</b>	FACILITY CODE <b>68030</b>	18a. PAYMENT WILL BE MADE BY <b>DFAS BVDP P.O. BOX 369031 COLUMBUS, OHIO 43236-9031</b>	CODE <b>SL4701</b>
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<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION SHEET TO THE STANDARD FORM 1449. SEE THE ATTACHED EXCEL SPREADSHEET FOR THE SCHEDULE OF SUPPLIES.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA <b>FUND CITY WILL BE ISSUED WITH EACH DELIVERY ORDER</b>	26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>Est. \$372,389,236.45</b>
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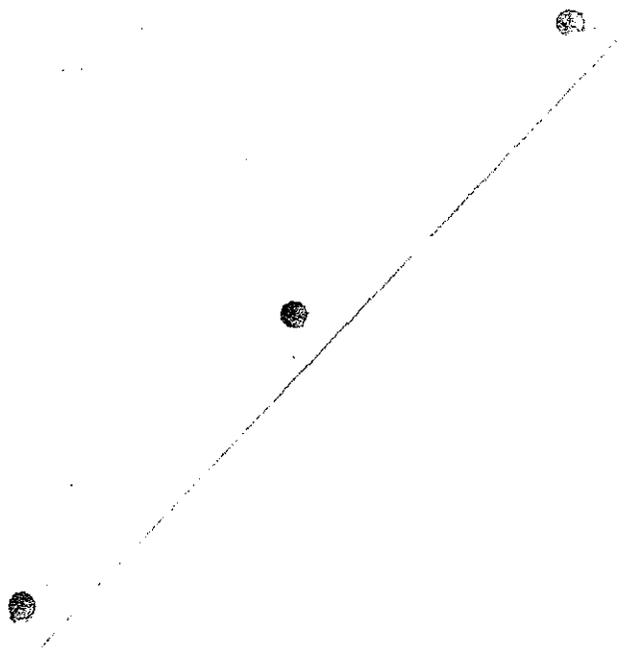
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <b>VOL I - III</b> OFFER DATED <b>11/27/2006</b> . YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or print) <b>RICHARD KORNACKI EXECUTIVE VICE-PRESIDENT</b>	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Mark A. Stanley, Contracting Officer</b>
30c. DATE SIGNED <b>04-SEP-2006</b>	31c. DATE SIGNED <b>DEC. 29, 2006</b>

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
PAGE 1 OF 1 of 52

2. CONTRACT NO. SPM7L10-07-D-7001  
3. AWARD/EFFECTIVE DATE 12/29/2006  
4. ORDER NUMBER  
5. SOLICITATION NUMBER SP0700-06-R-7023  
6. SOLICITATION ISSUE DATE 10 July 2006

7. FOR SOLICITATION INFORMATION CALL: **Pauline E. Bradley-Buck**  
8. OFFER DUE DATE/ LOCAL TIME 18 August 2006  
b. TELEPHONE NUMBER (No collect calls) (614) 692-1406

9. ISSUED BY DEFENSE SUPPLY CENTER, COLUMBUS  
ATTN: DSCC-DR, BLDG 43  
PO BOX 3990  
COLUMBUS, OH 43218-3990  
CODE S9C700  
10. THIS ACQUISITION IS  
 UNRESTRICTED OR  
 SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
NAICS: 326211  
 HUBZONE SMALL BUSINESS  
SIZE STANDARD: 1,000  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  B(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
12. DISCOUNT TERMS NET 30  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
13b. RATING  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

16. DELIVER TO SEE TECHNICAL EXHIBIT, ATTACHMENT 2  
CODE  
16. ADMINISTERED BY DEFENSE SUPPLY CENTER, COLUMBUS  
PO BOX 3990  
COLUMBUS, OHIO 43218-3990  
CODE S9C710

17a. CONTRACTOR/OFFEROR MICHELIN AIRCRAFT TIRE COMPANY, LLC.  
ONE PARKWAY SOUTH, P.O. BOX 19001  
GREENVILLE, SC 29615-5022  
ATTN: BRETT CARNES  
CODE OA1K8 FACILITY CODE 68030  
18a. PAYMENT WILL BE MADE BY DFAS BVDP  
P.O. BOX 369031  
COLUMBUS, OHIO 43236-9031  
CODE SL4701  
TELEPHONE NO. (864) 458-4822

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION SHEET TO THE STANDARD FORM 1449. SEE THE ATTACHED EXCEL SPREADSHEET FOR THE SCHEDULE OF SUPPLIES.  <i>(Use Reverse end/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA  
FUND CITY WILL BE ISSUED WITH EACH DELIVERY ORDER  
26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
29. AWARD OF CONTRACT: REF. VOL I - III OFFER DATED 11/27/2006. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR *Richard A. Kornacki*  
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNACKI  
EXECUTIVE VICE-PRESIDENT  
30c. DATE SIGNED 04-SEP-2006  
31b. NAME OF CONTRACTING OFFICER (Type or print) Mark A. Stanley, Contracting Officer  
31c. DATE SIGNED DEC. 29, 2006

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Offer is due no later than 2:00 pm local time on the date specified in block 8. Mailed offers should be sent to the address referenced in Block 9 (no exceptions). Offerors using a commercial carrier service must ensure that the carrier service delivers the "Proposal" prior to the scheduled opening/closing times. Packages must be marked plainly on the outside of the commercial carrier's envelop with the solicitation number, date and time set forth for the receipt of offers and delivered to the address indicated in Block 9 of the SF 1449.</p> <p>* SEE FAR 52.212-1 AND ADDENDA IN SOLICITATION</p> <p>"The "Schedule of Supplies" is contained on an electronically stored microsoft spreadsheet at <a href="http://www.dscclia.mil/programs/tiregmt">http://www.dscclia.mil/programs/tiregmt</a></p> <p>REMITTANCE ADDRESS: MICHELIN AIRCRAFT TIRE COMPANY, LLC P.O. BOX 409712 ATLANTA, GA 30384</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

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Note: Information contained in Addenda may supplement FAR/DFARS/DLAD clauses and Provisions. Please note that Clauses/Provision May Not Be in Chronological Order Please Read Solicitation in its Entirety

**SECTION A -- GENERAL INFORMATION**

**1. OVERVIEW**

This is a solicitation for a requirement type fixed price contract with an economic price adjustment. Award will be made on an all or none basis. Orders placed for tires will be for direct delivery or foreign military sales.

**2. SCOPE:**

The scope of this solicitation/contract is for all Tire NSNs managed by the Defense Logistics Agency (DLA) related to aircraft end-items application. In general, the solicitation/contract requires a complete supply chain management solution for the supply, storage and distribution of all aircraft tires to destination points located throughout CONUS and OCONUS locations. Throughout the life of the contract NSNs may be added and/or deleted after approval by engineering authorities. Contractor shall plan, coordinate and bring into production NSNs that have been approved and make readily available as required by customers for delivery.

**3. ORDERING PROCEDURES:**

Order placement will be by Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN) – See P2-12.1 Requisition Processing. Issuance of an EDI transmissions or email notification from the Contracting Officer constitutes a binding order. The Contractor is required to commence performance upon receipt of a binding order.

**4. FACSIMILE PROPOSALS:** FACSIMILE proposals will not be accepted.

**5. OFFEROR AUTHORIZED REPRESENTATIVE(S)**

Offerors shall identify individual(s) authorized to represent the offeror's position and commit to the offeror in all exchanges between Government and offeror:

Name: Brett Carnes      Bob Sevenser      Bob Carroll

Position: Dir of Military Sales      Operations Mgr      VP of Sales

Phone Number: 864-458-4822      864-458-4361      864-458-5955

Fax Number:      864-458-6746      864-458-4333      864-458-6746

E-Mail Address: brett.carnes@us.michelin.com, robert.sevenser@us.michelin.com, bob.carroll@us.michelin.com

**6. EXECUTED REQUEST FOR PROPOSAL DOCUMENTS AND CERTIFICATIONS**

Executed Request for Proposal Documents and Certifications shall contain the signed original of all documents requiring signature of the offeror. Use of reproductions of signed originals of the SF1449, Solicitation, Offer and Award; SF30 Amendment of Solicitation/Modification of Contract; and Representations, Certifications and Other Statements of Offerors, is authorized in the copies of the proposal. Subsequent pages following the SF1449 (except for the completed Representations, Certifications and other statements of Offerors) or SF30 should not be submitted.

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NAME OF OFFEROR OR CONTRACTOR  
MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0A1K8 CONTRACT NUMBER SPM7L10-07-D-7001 PAGE 5 of 52

## SECTION B -- SCHEDULE OF SUPPLIES

### 1. DSCC 52.216-9C41 (ALT - MAY 2006) - EPA - PRICING FOR INDEFINITE DELIVERY TYPE CONTRACT(S)

(a) Definitions: As used in this clause,

(1) The term "contract start date" means:

(i) the date of bid opening for advertised solicitations. If the solicitation contains a set-aside portion, the "contract date" for the set-aside portion will be the date of bid opening for the non set-aside portion;

(ii) after award the date the Contracting Officer issue a notice to proceed for negotiated solicitations. If the solicitation contains a set-aside portion, the contract start date for the set-aside portion will be the date the Contracting Officer issue a notice to proceed of the non set-aside portion.

(2) The term "contract year" means a period of 365 days beginning on the contract start date and every 365 days thereafter, except for a leap year in which the "contract year shall be 366 days.

(b) The economic indicator for the purpose of price adjustment under this clause shall be the final version (generally published 4 months after initial publication) of the Producer Price Index (PPI) stated below in the monthly report entitled "Producer Prices and Price Indexes" by the Bureau of Labor Statistics, U.S. Department of Labor. The applicable PPI is:

CLINS: 0001 and 5001, Bureau of Labor Statistics (BLS) Indexes - based on weighted averages of following four indexes.

CODE NOS: WPU05 (20%), WPU101 (20%), WPU07 (35%), CEU3232621006 (25%)

COMMODITIES: Fuels and Related Products and Power; Iron and Steel; Rubber and Plastics; and, Labor/Tires

CLINS: 0002, 0003, 5002, and 5003, PPI index- based on weighted averages of following three indexes.

CODE NO: PPI 493110 (33%), PPI 48412, (33%), PPI 483111 (33%)

COMMODITY: General Warehousing and Storage; General Freight and Trucking; and, Deep Sea Freight Transportation

(c) The intent of this clause is to establish a revised contract unit price at the beginning of each contract year that will be valid for the entire contract year. The base index for each contract year shall be the most current published final PPI, cited in (b) above, that is available to the contracting activity at the time of contract award/exercise of option. For any subsequent contract year, the adjusting index (see paragraph (d) below) that was used for the preceding year will become the base index for the succeeding year. For example, the adjusting index used for the second contract year of the contract would become the base index for the third contract year of the contract.

(d) The adjusting index for the contract year(s) shall be the most current published final PPI stated in (b) above, that is available to the contracting activity at the time the modification is issued extending the contract period.

(e) When the contract period is extended, the procuring contracting officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2), and (3) below. The adjusted prices will be included in a modification and will be used in pricing all delivery orders issued

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NAME OF OFFEROR OR CONTRACTOR  
MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0AIK8 CONTRACT NUMBER SPM7L10-07-D-7001 PAGE 6 of 52

during the subsequent contract year period of the contract. No other adjustments shall be made to the contract prices during each contract year.

(1) The contract unit prices for supplies (excluding data or First Article Test CLINs) shall be subject to adjustment upward or downward by the percent of difference between the base index and the adjusting index. If the contract unit prices are decreased pursuant to the changes clause or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract start date will be subject to adjustment as authorized by the modification.

(2) Price decreases under paragraph (e)(1) above are not subject to any limitation. Price increases shall not exceed ten (10) percent of the original contract unit price for each contract year.

(3) Price adjustments pursuant to this clause will be made by modification to the contract which will show the base index, the adjusting index and the percentage of difference of these, rounded off to the fifth decimal place, then applied to the contract unit price.

EXAMPLE (For multiple indexes, develop a composite index base upon listed percentages):

Assume:	Base Index	=	150.3
	Adjusting Index	=	165.1
	Contract Unit Price	=	\$8.33

- Adjustment Formula: Revised price equals (adjusting index) divided by (base index) times (contract unit price), or, based upon above, (165.1 divided by 150.3 = 1.09847) times \$8.33 = \$9.15025, revised price, rounded to \$9.15 = adjusted unit price
- The adjusted unit price will be rounded to the nearest cent, i.e., increases amounting to \$.005 to \$.009 shall be rounded upward to the next cent and changes of \$.001 to \$.004 shall be rounded to the lower cent.

(f) In the event—

(1) Any applicable index is discontinued or its method of derivation is altered substantially; or

(2) The contracting officer determines that the index consistently and substantially fails to reflect market conditions— the parties shall agree upon an appropriate substitute index for determining price adjustments hereunder. The contract shall be modified to reflect such substitute index; effective on the date the index specified in the contract is no longer published or began to consistently and substantially fail to reflect market conditions.

NAME OF OFFEROR OR CONTRACTOR  
MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0AIK8

CONTRACT NUMBER SPM7L10-07-D-7001

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**BASE PERIOD (5 YEAR PERIOD) INCLUDES DISPOSAL (Chg. 1)**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>UNIT OF ISSUE</u>	<u>TOTAL UNIT PRICE PER TIRE</u>	<u>BEST ESTIMATED QUANTITY OF THE NUMBER OF TIRES TO BE SUPPLIED</u>	<u>EXTENDED PRICE</u>
0001	CONTRACTOR-FURNISHED TIRES <sup>1</sup>	ONE TIRE	See Exhibit 1	474,545	\$ 277,968,623.00
0002	TIRE PRIVATIZATION SUPPORT (CONUS)	ONE TIRE	\$ 179.23	379,632	\$ 68,041,443.36
0003	TIRE PRIVATIZATION SUPPORT (OCONUS)	ONE TIRE	\$ 277.93	94,913	\$ 26,379,170.09
0004	LIFE CYCLE COST PROGRAM SUPPORT				Not Priced See Sec. B.2(d)
<b>BASE PERIOD TOTAL</b>					<b>\$ 372,389,236.45</b>

<sup>1</sup> See Exhibit 1 – Aircraft Tire Price List

NAME OF OFFEROR OR CONTRACTOR

MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0AIK8

CONTRACT NUMBER SPM7L10-07-D-7001

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OPTION PERIOD (5 YEAR PERIOD) INCLUDES DISPOSAL (Chg. 1)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>UNIT OF ISSUE</u>	<u>TOTAL UNIT PRICE PER TIRE</u>	<u>BEST ESTIMATED QUANTITY OF THE NUMBER OF TIRES TO BE SUPPLIED</u>	<u>EXTENDED PRICE</u>
5001	CONTRACTOR-FURNISHED TIRES <sup>1</sup>	ONE TIRE	Price established IAW DSCC 52.216-9C41	443,296	\$ 261,020,955.00
5002	TIRE PRIVATIZATION SUPPORT (CONUS)	ONE TIRE	Price established IAW DSCC 52.216-9C41	370,032	\$ 66,320,835.36
5003	TIRE PRIVATIZATION SUPPORT (OCONUS)	ONE TIRE	Price established IAW DSCC 52.216-9C41	73,264	\$ 20,362,263.52
5004	LIFE CYCLE COST PROGRAM SUPPORT				Not Priced See Sec. B.2(d)
OPTION PERIOD TOTAL					\$ 347,704,053.88
GRAND TOTAL					\$ 720,039,290.33

<sup>1</sup> See Exhibit 1 – Aircraft Tire Price List

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SOLICITATION SP0700-06-R-7023 AMENDMENT 0012	REPLACEMENT PAGE 9 of 72
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NAME OF OFFEROR OR CONTRACTOR  
MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0AIK8 CONTRACT NUMBER SPM7L10-07-D-7001 PAGE 9 of 52

**2. NOTE TO OFFERORS:**

(a) Offerors shall use the Best Estimated Quantities (BEQs) of tires identified in the Schedule of Supplies and Tire Price Lists for the of the base and option period in developing the total price. BEQs are for evaluation purposes only, this information is provided to assist Contractors in developing their proposals, however, the Government neither warrants nor guarantees that the Contractor will realize any of the BEQs provided herein during the performance of the contract.

(b) For each tire type listed in the Schedule of Supplies under the CLINs Contractor Supplied Tires, the offeror shall include costs only relating to manufacturing/purchasing of the tire. This price is to represent the cost of the tire. The Offeror shall complete the Exhibit 1 — Aircraft Tire Price List and enter the Grand Total amount from the price list at the applicable extended price.

(c) The CLINs dealing with Tire Privatization Support shall include all other costs associated with the performance of the requirements set forth within this solicitation, except for costs relating to the manufacture/purchase of contractor supplied tires and the supply of tires under the LCC Program. Each Tire Privatization Support CLIN shall reflect only the costs associated with supply of tires to the identified geographical area.

(d) The CLINs dealing with LCC Program Support are not to be priced and will not be included in the price evaluation. The quantities and tire types will be identified and the price will be negotiated through a bilateral agreement pursuant to the Performance Work Statement and consistent with the LCC program. The negotiated price shall not differ from pricing listed in Exhibit 1, unless the contractor is able to demonstrate that it has inserted new technology to improve the quality, safety, reliability of the tire currently being supplied. Upon agreement of quantity and price, the Government will issue a delivery order against the applicable CLIN identifying the tire type, quantity, price per tire, delivery location and required delivery date.

(e) Except as identified under note "d" above, delivery orders issued for the supply of tire types listed under the Schedule of Supplies shall be invoiced as follows: When supplying Contractor furnished tires the Contractor shall invoice against the applicable tire type price and Tire Privatization Support CLIN. In other words, the total price to the Government of a "Contractor Supplied Tire" is the sum of the price per tire of the applicable tire type and Tire Privatization Support CLIN.

(f) For tire types that listed in the Schedule of Supplies that have approved sources of supply for retread tires, the price per tire shall reflect a composite price based upon the proposed mix of retread and new tires.

(g) For purposes of the price list contained in the Schedule of Supplies for tire types that have approved sources of supply for retread, if the retread uses a Government furnished casing/carcass the supplied tire is considered a "Contractor Supplied Tires."

(h) Any changes to the pricing contained within Schedule of Supplies shall only be accomplished through the issuance of a bilateral modification and in accordance with the solicitation requirements.

(i) The EPA adjustment shall be made at the beginning of the contract year. The base index and adjusting index will be developed using a 12 month average. The first base index will utilize the 12 month period ending on the last final index that is available at time of award. The adjusting index will be developed using a 12 month period ending on the last final index that is available at the end of the contract year. In following years the adjusting index will become the base index with a new adjusting index being developed as outlined above.

(j) The Contractor shall not submit escalated option period pricing. CLINs 5001, 5002, and 5003 prices will be adjusted by applying the final index that is available at the end of the base period.

## SECTION C -- DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT

### GENERAL

On November 9, 2005, the Base Closure and Realignment Act recommendations became binding on the Secretary of Defense. The recommendation relating to the Tire initiative were made to achieve economies and efficiencies that enhance the effectiveness of logistics support to forces as they transition to more joint and expeditionary operations. This recommendation disestablishes the wholesale supply, storage, and distribution functions for all tires used by the Department of Defense, retaining only the supply contracting function for the tire commodity. The Department will privatize these functions and will rely on private industry for the performance of supply, storage, and distribution of these commodities. By doing so, the Department can divest itself of inventories and can eliminate infrastructure and personnel associated with these functions. This recommendation results in more responsive supply support to user organizations and deployment, and the sustainment of forces when deployed worldwide. Privatization enables the Department to take advantage of the latest technologies, expertise, and business practices, which translate into improved support to customers at less cost.

### INTRODUCTION AND SCOPE

The Performance Work Statement (PWS) defines the Tire Privatization Initiative (TPI) scope of effort to be provided in supplying tires for aircraft. The current list of aircraft and the tires used thereby are identified Section I, Exhibits and Attachments, Platform and Associated Tires.<sup>1</sup> The geographical scope of the logistics support is global with the current delivery locations listed under Section I Exhibits and Attachments, Delivery Locations. The TPI will be used to support current and future DoD customers of tires and the war fighter's readiness by relying on the private sector's ability to manage and perform all responsibilities required under the supply chain for tires. On future aircraft requiring the supply of tires by the Defense Logistics Agency, the Government reserves the right to not include the requirement under this contract, if it is determined the price is not fair and reasonable in comparison to the pricing obtained under this competitive acquisition.

The TPI will be used to support and improve DoD readiness, tire reliability, safety and reduced maintenance and obtain cost savings through reduction of both the Services infrastructure and capital investment costs while providing responsive, timely, and affordable support to the DoD Customer. Offers should consider the following areas of responsibility currently preformed by the Government that shall transfer to the contractor under this TPI:

- Finance (Contractor owned inventory)
- Order Processing & Fulfillment
- Planning
- Quality
- Procurement/Purchasing
- Supplier Management
- Item Management
- Management of the Inventory
- Warehouse Management & Operation
- Transportation Management

<sup>1</sup> Currently, the tires for the F-22 and C-17 are not to be supplied under this contract.

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Packaging/Shipment Preparation  
Transportation (CONUS & OCONUS)  
U.S. & Foreign Customs Clearance  
Obsolescence Management  
Reverse Logistics of Reparable Casings/Carcasses  
Disposal of Unusable Casings/Carcasses  
Disposal of Consumable tires  
Customer Support Services  
Data Management  
Environmental, Safety, and Occupational Health (ESOH) matters relating to the above services

The TPI Program shall be performed in three phases - Phase I, Transition; Phase II, Full TPI Implementation; and Phase III, Contract Exit.

**P1 -- PERFORMANCE WORK STATEMENT FOR PHASE I, TRANSITION**

**P2 -- PERFORMANCE WORK STATEMENT FOR PHASE II, FULL TPI IMPLEMENTATION**

**P3 -- PERFORMANCE WORK STATEMENT FOR PHASE III, CONTRACT EXIT**

The period of performance, as defined by this PWS, is for ten (10) years, a five (5) year base period and one five (5) year option period to be firm-fixed priced per tire. The period of performance shall commence upon the date the Contracting Officer issues a notice to proceed, hereinafter "contract start date."

**P1 -- PERFORMANCE WORK STATEMENT FOR PHASE I, TRANSITION**

**P1 - 1.0 INTRODUCTION**

**P1 - 1.1** The total length of Phase I shall be from the contract start date to 270 days after the contract start date.

**P1 - 1.2** During Phase I and within 90 days after contract start date, the Contractor shall put in place the infrastructure, material, and systems necessary to enable the Contractor to meet the Government's performance requirements for Phase II, The Full Implementation Phase, of the TPI Program. Within 60 days after contract start date, the Contractor shall make the Contractor warehouses available for inspection. The Contractor shall perform any effort necessary to meet all requirements set forth in the PWS for Phase I, to include any corrective actions needed to Contractor warehouse to ensure a proper storage environment.

**P1 - 2.0 PHASE I ACTIVITIES**

**P1 - 2.1** The Contractor shall establish Electronic Data Interchange (EDI) capability in accordance with paragraph P2-13.0.

**P1 - 2.2** The Contractor shall comply with the data reporting requirements in accordance with paragraph P2-13.0.

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**P1 - 2.3** Performance Review Boards (PRBs) will be held at 90 days and 180 days after start date, and semi-annually thereafter to monitor and assess Contractor performance, to coordinate responses and foster solutions to problems encountered during and after TPI program implementation. The Contractor shall provide status of schedules, program goals, and any process improvement initiatives. The reviews shall provide the Government with the Contractor's progress and performance on all tasks defined in this PWS. The PRB will be co-chaired by DSCC and the Contractor. The Contractor shall develop an agenda and distribute the agenda to perspective attendees no later than 15 days before the PRB. Meeting slides and resulting minutes for these reviews shall be submitted in Contractor's format and made available to the attendees in electronic format by e-mail or access through the Contractor's website. The Contractor will provide PRB minutes and a summary of agreed to action items and milestones within 14-days after each PRB. Other Program Reviews may be conducted as mutually agreed between the Government and the Contractor.

During the review the Contractor shall provide status on the following elements:

- Program overview including overall schedule status
- On-Time Delivery Issues
- Quality/ Safety Issues
- Configuration management issues
- Quality assurance issues
- Customer Support Service
- Repair issues
- Production issues (Retread/New)
- Return (Casings/disposal) issues
- Transportation Issues
- Sub-vendor/Industrial Base issues
- Depot Issues
- FMS issues (if applicable)
- Demand Data by NSN and Location
- Retread Program
- LCC Program Status
- Subcontracting Plan Goals for Small Businesses
- Other Issues
- Previous PRB open action items/new action item.

### **P1 - 3.0 WHOLESALE INVENTORY ATTRITION AND TRANSFER**

The Government will transfer the remaining wholesale assets to the Contractor as specified below.

**P1 - 3.1** During the first 270 days after the contract start date the following events will be executed:

(a) Government-owned RFI tires will remain in Government warehouses. Requisitions will continue to be reported to Government warehouses where RFI tires will be issued, shipped and delivered to the requisitioners.

(b) Government-owned NRFI tires stored in Government warehouses upon contract award will remain in Government warehouses. Government-owned NRFI tires will be shipped to repair facilities designated on Government contracts.

(c) The Government will make changes to the Master Reparable Item List (MRIL) to reflect the Contractor's warehouses for all reparable tires, when the Contractor become responsible for the supply of

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the particular tire type. When the system recognizes the changes to the MRIL, whichever occurs first, carcasses for each reparable tire type will be returned from the customer to the Contractor's warehouse in accordance with paragraph P2-4.0.

(d) After the contract award date, the Contractor will be provided the due-ins and delivery instructions for all Government new spares contracts/delivery orders and all on-hand wholesale on-hand balances.

**P1 – 3.2** If RFI tires for any tire type are exhausted from CONUS Government warehouses after the initial 90 days of Phase I, the Contractor shall comply with Section C, paragraph P2, Phase II requirements upon the date the tire type is exhausted from the Government warehouses, and that tire type shall be shipped from the Contractor's warehouse (to fill tire demands) via the Contractor's shipping system

**P1 – 3.3** Beginning on the 181day after contract start date, the following events will occur:

- (a) The Government will identify the wholesale RFI tires located in Government warehouses that will be offered to the Contractor for purchase at a price established by the Government.
- (b) All remaining wholesale NRFI tires located in Government warehouses will be declared excess and identified as scrap property and offered to the Contractor for purchase at 2% of the current acquisition value. The Contractor will be provided access to inspect NRFI tires before selecting the tires to be shipped to the Contractor's warehouses for processing in accordance with P2-4.0.
- (c) The Government and Contractor will agree to a shipment schedule per RFI and NRFI tire type and all tires will be ship in accordance with the agreed to schedule of delivery. Shipments shall be full truck loads to the greatest extent practicable. The Government and Contractor will identify a mutually agreed upon location via the Government shipping system. If the Government and contractor cannot determine a mutually agreed upon location, the Contracting Officer shall unilaterally determine the shipment location. The Government and Contractor will agree to the RFI and NRFI tire count shipped and received from Government warehouses. After delivery and resolution of any discrepancies, the Contractor shall pay within thirty days the amount owed in accordance with instructions to be provided by the Contracting Officer.
- (d) Any RFI tires not offered or purchased by the Contractor will remain in Government warehouses. Requisitions will continue to be reported to Government warehouses where the remaining RFI tires will be issued, shipped and delivered to the requisitioners.
- (e) If the remaining tires are exhausted prior to the 271 day, the Contractor shall comply with paragraph P1-3.2.

**P1 - 3.4** Upon the 271 day after contract start date, the following events will occur:

- (a) The Contractor shall comply with Section C, paragraph P2 of this PWS for all required tire types.
- (b) Unless otherwise determined by the Contracting Officer under Paragraph P2-1.1, the Government will route all requisitions for all tires to Contractor.
- (c) All remaining RFI tires within the Government warehouses not purchased by the Contractor shall be declared excess and a Disposal Release Order will be released and the tires will be issued to DRMS. NOTE: These tires will be made available for reutilization and may result in decreased demands from military customers

**P2 -- PERFORMANCE WORK STATEMENT FOR PHASE II, FULL TPI IMPLEMENTATION****P2 - 1.0 INTRODUCTION**

**P2 - 1.1** Except as noted under P1, Phase II Activities, shall begin 271 days after date of contract start date, unless the Contracting Officer determines it to be in the best interest of the Government to delay the start of Phase II activities for all or a particular tire type.

**P2 - 1.2** In supplying tires, the Contract shall comply with the following baseline requirements for the tire to be supplied:

(a) All tires listed under Section I, Exhibits and Attachments, Approved Qualified Products List shall be manufactured and/or repaired by Contractors listed as qualified sources on the Air Force Qualified Product List (QPL-5041) for new tires and (QPL-7726) for repairable tires.

(b) All tires listed under Section I, Exhibits and Attachments, Approved Qualified Products List shall be manufactured and/or repaired in accordance with specifications MIL-PRF-5041 for new tires and MIL-PRF-7726 for repairable tires and the applicable section of the unique weapon system specification.

(c) Tires supplied under this contract as an approved code and part numbers are listed under Section I, Exhibits and Attachments, Approved Code and Part Number. The Contractor shall only provide an approved code and part number under this contract that are on the referenced list.

**P2 - 2.0 PHASE II ACTIVITIES**

**P2 - 2.1** The Contractor shall provide all support and management effort necessary to perform in accordance with Phase II requirements.

**P2 - 2.2** The Contractor and the Government shall participate in Performance Review Boards (PRBs) in accordance with paragraph P1-2.3.

**P2 - 2.3** The Contractor shall provide the complete TPI solution for the applicable tires to support demand and disposal requirements in accordance with the provisions of this contract. This performance strategy seeks a low-risk yet streamlined operation, which not only reduces the Government's inventory investment but also has the capability to provide an integrated product life cycle approach to lowering the cost of ownership over time. All tires shall be shipped from the Contractor's warehouse (to fill tire demands) via the Contractor's shipping system.

**P2 - 2.4** Notwithstanding any previous inspection and/or acceptance by the Government, the Contractor warrants all items covered by this contract, and for the duration of the contract shall be maintained by the Contractor so as to be free from defects in accordance with their operational application and the specifications set forth at paragraph P2-1.2. Any tire failing to operate correctly shall be returned to the Contractor and within 14 days (unless otherwise authorized by the Contracting Officer) the Contractor shall replace the defective tire(s) at no cost to the Government.

**P2 - 2.5** For RFI tires returned by customers to the DLA depot system shall be declared excess and a Disposal Release Order will be released and the tires will be issued to DRMS. NOTE: These tires will be made available for reutilization and may result in decreased demands from military customers.

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**P2 – 2.6** The Government will facilitate contractor access to information regarding the Military Service maintenance activities and will provide the Contractor no less than sixty (60) days notice in advance of any changes to the current tire configuration requirements and maintenance actions required change out of tires.

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## P2 - 3.0 FOREIGN MILITARY SALES (FMS) REQUISITIONS

Foreign Military Sales (FMS) requisitions shall be filled in accordance the Military Standard Requisition and Issue Procedure (MILSTRIP) for Foreign Military Sales, and the following requirements.

### P2 - 3.1 COOPERATIVE LOGISTICS SUPPLY SUPPORT ARRANGEMENT (CLSSA)

Programmed CLSSA requisitions on the equity list and within the allocated quantities shall be filled by the contractor as DoD requirements and within the same Logistics Response Times as U.S. Government requirements set forth in paragraph P2-7.0. CLSSA requisitions are identified by a "P, D, or B" in the first position of the UIC and a "V" in the last position of the first 6 characters of a requisition number. Un-programmed CLSSA requisitions (not on the equity list or in excess of programmed quantities) will be filled unless the Contractor's ability to meet the performance and availability requirements for U.S. Military will be adversely affected. If the contractor contends that performance will be so affected, the Contractor will inform the Contracting Officer by email of the predicted impacts of filling the requisition and the timeframe in which the requisition can be filled without said impact.

CLSSA Repairable Item Replacement Option (RIRO) requisitions do have carcass returns to the U.S. government which becomes the property of the U.S. Government. RIRO requisitions will be for a quantity of one each. CLSSA requisitions that do not have carcass returns may have quantities greater than one each. The contractor may contact the Contracting Officer for direction if the CLSSA requisition appears to have an excessive quantity.

### P2 - 3.2 INITIAL SUPPORT AND DIRECT REQUISITION PROCEDURE (DRP)

Initial Support and FMS Direct Requisitioning Procedures (DRP) requisitions (identified by a "P, B, or D" in the first position of the requisition and NO "V" in the sixth position) will be filled unless the Contractor's ability to meet the performance and availability requirements will be adversely affected. If the contractor contends that performance will be so affected, the Contractor will inform the Contracting Officer by email of the predicted impacts of filling the requisition. The Contracting Officer will provide the Contractor with email/written direction that specifies one or a combination of the following actions:

- (1) The Contractor will fill the requisition regardless of whether a performance exception will be granted or not.
- (2) The requisition will be returned unfilled to the Contracting Officer.

### P2 - 3.3 FMS CUSTOMER SUPPORT

The Contractor shall provide any necessary customer support to allow for inspection/acceptance at the Contractor's facility if requested by the FMS customer. If the Contractor cannot provide the required customer support, the Contractor shall contact the Contracting Officer immediately providing a solution that will mitigate the circumstances to the greatest extent possible.

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**P2 – 3.4 CONFIGURATION MANAGEMENT**

The Contractor shall advise the Contracting Officer of all significant configuration changes applicable to FMS customers that impact the supply of tires. At a minimum notification will include coordination with the Engineering Support Activity (ESA) regarding impacted system, old and new part numbers, and reason for change.

**P2 - 4.0 REPARABLE TIRES/RETREAD PROGRAM**

The Contractor, consistent with its approach to maintain the existing industrial base, shall make the decision to retread reparable tires as necessary in order to meet the contract performance requirements. The Contractor has the authority to make all determinations that a NRFI tire (reparable tire) is beyond physical repair (BPR) or beyond economical repair (BER). The Contractor shall make the decision in accordance with the latest revisions of MIL-PRF-7726 to repair or replace reparable tires and shall be responsible for providing all material necessary to repair the tire.

The decision on whether to retread a reparable tire shall not affect the Contractor's obligation to meet the Logistics Response Time. The Contractor shall track and document the retread scrap rate over the terms of the contract. The RFI Retread inventory shall be categorized by "R-levels" and National Stock Numbers (NSN). For each retread the Contractor shall compute percentage of tires retreaded, percentage of tires scrapped and reasons for rejection of the NRFI reparable tire. The Contractor shall provide this report quarterly to the Contracting Officer.

The Contractor shall be responsible for picking-up incoming reparable tires at the designated sites (both CONUS and OCONUS) and shipping these tires to the contractor's facility. Reparable carcass returns shall be used in supplying approved retread tires under the terms of this contract. The Contractor shall provide at a minimum a toll-free number & web site link that customers may call to request a pick-up. The Contractor shall provide a quarterly report identifying by customer the total number of pick-ups and total number of reparable tires by type received by the Contractor. The Contractor shall maintain an aggressive tire return program that ensures the return of all reparable tires and prevents/limits the number of returns into the Defense Logistics Agency's (DLA) depot system. In the event of returns to the DLA depots the Contractor shall be responsible for picking-up those tires when notified by the Depot. The Contractor shall notify the Contracting Officer if it believes a military activity or activities are withholding reparable carcasses. If it is determined the activity is not properly turning in the reparable carcasses, the Contracting Officer will assist by contacting appropriate military personnel alleviate the situation.

The Contractor shall respond to requested pick-ups within the Pick-Up Response Time, paragraph P2 – 8.0. The Contractor will allow DSCC to change the locations of pick-up points listed under Section I Exhibits and Attachments without any change to cost.

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## P2-5.0 USED/SCRAP TIRE PROGRAM

For CONUS locations only, the Contractor shall perform the recycling/disposal of scrap tires and used tires not approved for retread. The Contractor shall pick-up used/scrap tires from the designated CONUS locations. All scrap and used tires not approved for retread are to be segregated from tires approved for retread. The contractor may place a minimum weight requirement of 1,000lbs per pick-up. The Contractor is not obligated to pick-up used/scrap tires that are either under the control of the Defense Reutilization and Marketing Service (DRMS) or its Scrap Venture Contractor. The Contractor shall perform the recycling/disposal of used tires/scrap tires in accordance with all local, state, federal and Country laws and regulations, and the terms and conditions of this contract. Title to returned used tires shall vest to the Contractor at the time of pick-up. The Contractor may elect to beneficially use, re-use, recycle or reclaim the scrap rubber.

It is the offeror's responsibility to ensure that it and its subcontractors can perform all work required by this section. For this contract, disposal means processing at a facility that is appropriately licensed/permitted/registered by local and/or state agencies to accept for recycling or dispose of the scrap rubber. The contractor shall only use transporters and treatment, storage, recycling or disposal facilities approved by the state agencies authorized to regulate management and disposal of waste tires/scrap rubber. The contractor shall provide the following information for waste tire/ scrap rubber recycling or disposal facilities including, but not limited to complete facility address; telephone number; written declaration that the facility is listed in the applicable state waste tire/scrap rubber recycling/disposal database, EPA identification number where applicable, and regulatory points of contact. Facility acceptability is subject to approval by DRMS.

Where states do not regulate waste tires/scrap rubber, the contractor may designate facilities that treat, store, recycle or dispose of this commodity. These facilities must be operating in compliance with applicable federal, state or local environmental regulations. If requested by the Contracting Officer, the Contractor shall provide a copy of the most recent inspection, by the authority having jurisdiction, attesting to the facility's acceptable compliance with applicable laws and regulations and, where applicable, a copy of the page from the facility's operating permit documenting that the permit is current, and documentation that the facility is authorized to recycle or dispose scrap tires/rubber.

If the Contractor elects to beneficially use, re-use, recycle or reclaim the scrap rubber on this contract, then these activities are only authorized at facilities that are appropriately licensed/permitted by local/state agencies to conduct them. The following also applies for all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(a) The Contractor is required to use applicable state registered transporters for transporting tires under this contract. The Contracting Officer must approve transporters not required to be registered by a State prior to contractor use.

(b) An audit trail must be provided to the facility that will beneficially use, re-use, recycle, reclaim or dispose of the scrap rubber, or any component thereof.

(c) Applicable Certificates of Recycling provided by the recycling facility shall be provided to the Contracting Officer.

(d) The contractor shall not resell *whole* DEMIL "B" tires received under this contract. For DEMIL "B" tires, the contractor shall mutilate or shred the tires and sell only the residue material or dispose of the DEMIL "B" tire in a landfill. Land filling must be performed in accordance with all local, state, and federal regulations."

The Contractor shall provide at a minimum a toll-free number & web site link that customers may contact to request a pick-up. Subject to installation/site approval by the local installation, the Contractor may

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place an empty trailer for collection of tires. An enclosed trailer is required. The trailer may have either rollup or swing doors. Trailer swing doors may be lockable. Trailers with tarps are not permitted.

The Contractor shall provide a quarterly report identifying by customer the total number of pick-ups and total number of scrap tires and weight received by the Contractor and on a percentage basis identify the amount disposed, recycled as a used tire, recycled for another use, or consumed for energy. The Contractor shall respond to requested pick-ups within the Pick-Up Response Time, paragraph P2 – 8.0. The Contractor will allow DSCC to change the locations of pick-up points listed under Section I Exhibits and Attachments without any change to cost.

Upon receipt or removal of the used/scrap tires from the various government locations the contractor assumes full accountability and physical custody of such items. In the performance of recycling and disposal of used and scrap tires, the Government assumes no liability for damage to the property of the contractor, to the property of any person, or public property, or for the personal injuries, illness, disabilities or death to the contractor, contractor's employees and any other person subject to the contractor control, or any other person including members of the general public, caused in whole or in part by the contractor's breach of any term or provision of Section P2 - 4.0; or any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of this contract. The contractor also agrees to hold the Government harmless for any and all costs, including those that arise from violations of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any similar state enforcement programs under which the Government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees, or any other request for monies or any other type of relief arising from or incident to the processing, transporting and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

**P2 – 6.0 WORKLOAD DEMAND**

**P2 – 6.1 SURGE DEMAND**

The Contractor will plan for demand surges in its or its suppliers' production capacities and in its planned stocking plan. Surge is based on individual tires and is defined as twice the normal demand from the most recent similar period. For purposes of determining the normal demand for the first twelve (12) months of contract delivers, the demand history from the year prior to the contract award date shall be used. For example if the contract was awarded on December 31, 2006, the period 01/01/07 through 01/31/07 would be compared to the period 01/01/06 through 01/31/06. After the first twelve (12) months of contract delivers, the normal monthly demand will based upon the same period from the prior year, and this progression would continue throughout each year of contract performance.

The Contractor is required to fill demands in excess of the defined surge rate in accordance with the Logistics Response Time for surge demand (See P2 - 7.0, Table 3) unless the Contractor notifies the Contracting Officer in accordance with 52.212-4(f) of any excusable delay. The Contractor will not be entitled to an equitable adjustment due to demands exceeding the defined surge range, as the contract pays for all quantities demanded and the pricing structure is intended to include all costs to meet and supply those demands.

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**P2 – 6.2 TIRES HAVING NO FORECASTED DEMANDS**

The Contractor may but is not required to stock tires that have no forecasted workload under Exhibit 1. The Contractor, however; must establish an approach to supply that will enable it to fill demands in accordance with the Logistic Response Time for items having no forecasted (See P2 - 7.0, Table 4)

**P2 - 7.0 LOGISTICS RESPONSE TIME**

The Logistics Response Time metric requires the Contractor to deliver on 100% of the delivery orders. For each tire type, the Contractor shall adhere to the Logistics Response Time metrics as stated in the tables below throughout the life of the contract.

LOGISTICS RESPONSE TIME (LRT) METRIC TABLE 1, ALL DEMAND, UNLESS OTHERWISE NOTED				
		CONUS Destination	OCONUS Destination	War/Conflict Support Destinations
Issue Priority Group (IPG)	Requisition Priority	LRT (Business Days)	LRT (Business Days)	LRT (Calendar Days)
1	1 thru 3	2	8	3
2	4 thru 08	5	12	6
3	09 thru 15	10	30	12

LOGISTICS RESPONSE TIME (LRT) METRIC TABLE 2, EXPEDITED DEMAND <sup>1</sup>	
CONUS Destination	OCONUS Destination
LRT (Calendar Days)	LRT (Calendar Days)
2	5

<sup>1</sup> Contracting Officer directed delivery orders (outside of EDI transaction sets)

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LOGISTICS RESPONSE TIME (LRT) METRIC TABLE 3, SURGE DEMAND <sup>1</sup>				
		CONUS Destination	OCONUS Destination	War/Conflict Support Destinations
Issue Priority Group (IPG)	Requisition Priority	LRT (Business Days)	LRT (Business Days)	LRT (Calendar Days)
1	1 thru 3	3	8	3
2	4 thru 08	10	24	6
3	09 thru 15	16	50	12

<sup>1</sup> Surge Demand is based on individual tires and is defined as demands in excess of twice the normal demand to the most recent similar period.

LOGISTICS RESPONSE TIME (LRT) METRIC TABLE 4, NO FORCASTED DEMAND			
		CONUS Destination	OCONUS Destination
Issue Priority Group (IPG)	Requisition Priority	LRT (Business Days)	LRT (Business Days)
1	1 thru 3	20	25
2	4 thru 08	35	40
3	09 thru 15	50	55

**Logistics Response Time (LRT)** is a time definite delivery time the Contractor is required to meet when supplying tires to the customer. The measured time starts at the end of the day during which a delivery order is provided to the Contractor and stops upon the day delivery is received by the customer at the applicable destination. If the contracting officer designates particular destinations as requiring war/conflict support, the Contractor shall adhere to the Acceptable Performance Level for the applicable Logistics Response Time metrics as stated above until the Contracting Officer removes such designation.

Note: Southwest Asia destinations are currently designated as requiring war/conflict support until otherwise notified by the Contracting Officer.

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Requisitions received after 4.00 p.m. local time at the Contractor facility designated for receipt of requisitions will be assumed to have been received on the following workday. Customer delivery will be tracked by contractor and reviewed at the periodic Performance Review Board. Delivery outside LRT timeframes for reasons not attributable to contractor can be excluded from the APL computation upon mutual agreement of the Performance Review Board.

The method to monitor the Contractors performance with the LRT Metric for each IPG group is as follows:

- (1) For a percentage of on-time delivery the number of Delivery Orders delivered on-time divided by the total # of Delivery Orders received in the measuring period.
- (2) For an itemized breakout, a list of the total number of Delivery Orders delivered on-time and a list of each NSNs not delivered on-time and that list sorted by the number of days of actual delivery and the quantity for Delivery Orders received in the measuring period.

Compliance with the LRT is base on the average number of days for actual delivery for the number of Delivery Orders received in the measuring period. The metric will be monitored and reported at the PRBs or on an as required basis. Measurement periods are defined as increments of three months starting at contract start date. However for purposes of the initial period for measuring compliance with the LRT the first six months shall be excluded, unless paragraph 3.0, Phase I (f), occurs. In all other periods, availability shall reflect three (3) months of performance.

**CLSSA Requisitions:** FMS Programmed CLSSA requisitions are recorded as recurring demand and are supplied from available system stock using the APL criteria of Table 1 and 2. All contractor performance metrics apply for CLSSA requisitions. Failure to meet the required delivery metric is an unfilled customer order and counts negatively against the Contractor's performance.

**Failure To Meet the LRT:** The resulting contract will transfer the full function of tire management to the Contractor and the Contractor shall maintain level of stocks per tire type that enables the offeror to meet the contract LRT metrics.

If the Contractor fails to meet the LRT for a particular tire type for the measuring period, the Contractor shall submit a get well plan to the Contracting Officer within 10 days after the measuring period is completed. If the Contractor fails to meet the LRT for a particular tire type for five (5) consecutive delivery orders, the Contractor shall explain why the late delivery is an isolated event and/or submit a get well plan to the Contracting Officer within 10 days after the last consecutive delivery order fails to meet the LRT. The Contracting Officer may request a get well plan for any tire type if it is determined that the level of performance is repetitively failing to meet the LRT throughout the measuring period and is having an adverse impact on customer satisfaction and/or capability. Within 10 days after receiving written notice from the Contracting Officer the Contractor shall submit a get well plan. The plan will identify the cause(s) of the failure and the specific steps that are and will be taken to immediately correct the failure. If the Contracting Officer determines the plan to be inadequate to address the cause of the failure, the Contracting Officer may require the re-submittal of the plan and/or direct the Contractor to take additional steps to include increasing its stocking plan to a level that will address the degree noncompliance with the LRT. At no cost to the Government, the Contractor shall implement the approved plan to include adjusting its stocking plan as directed by the Contracting Officer. Nothing in this paragraph shall relieve the Contractor from meeting the contract performance requirements.

**P2 - 8.0 PICK-UP RESPONSE TIME**

<b>PICK-UP RESPONSE TIME (PRT) METRIC TABLE 5</b>
<b>PRT for CONUS Locations (Business days)</b>
<b>8</b>

**Pick-up Response Time (PRT)** is the time definite pick-up time the contractor is required to meet when picking up tires from the customer. The measured time starts at the end of the day during which a request for pick-up is provided to the contractor and stops upon the day pick-up occurs. The PRT time clock starts at the end of the day during which a request is provided to the contractor and stops upon the day pick-up occurs. Requests received after 4.00 p.m. local time at the Contractor facility designated for receipt of requisitions will be assumed to have been received on the following workday. Pick-up schedules will be tracked by contractor and reviewed at the periodic Performance Review Board. PRT timeframes not met for reasons not attributable to the contractor can be excluded from the Pick-up rate computation upon mutual agreement of the Performance Review Board.

A method which will be used to monitor the Contractors performance with the PRT Metric is as follows:

For a percentage of on-time pick-up the number of on-time pick-up divided by the total # of pick-up requests in the measuring period.

The method to calculate the Contractor's compliance with the PRT is base on the average number of days for pick-up for the number of requests received in the measuring period. The percentages obtained from these calculations will then be compared to the applicable APL percentages in Table 1, above. The metric will be monitored and reported at the PRBs or on an as required basis. Measurement periods are defined as increments of three months starting at 271 days after contract start date. For purposes of the initial period Pick-up Rate calculations the first six months shall be excluded.

**P2 - 9.0 RELIABILITY MANAGEMENT**

The Contractor shall seek to integrate a product life cycle approach to lowering the cost of ownership. In the event the Contractor can insert new technology that would improve quality, safety, reliability, and/or reductions in cost, those changes will require approval by the Engineering Support Activity (ESA) and must be authorized by written modification to the contract. For all returned assets, the contractor shall implement a failure reporting and corrective action system to document the failures of each item covered under this contract. If requested, the contractor shall make this information available for Government review. The Contractor shall immediately notify the Contracting Officer of all reliability issues impacting the performance of the tire to include increases in demand of a particular tire type that are the result of a reduction in the operational performance of the tire.

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Currently, the Air Force and the Tire Manufacturing Industry work together to insert new technology and increase the reliability of the tire in accordance with Life Cycle Cost Program list under Section I, Exhibits and Attachments. This program shall be supported by the Contractor consistent with the requirements of the LCC program (or later versions as agreed to by the Air Force and the tire manufacturers) and through the purchase of tires to be supplied for evaluation by the Air Force and once approved through the purchase of tires to be supplied to customers.

Once testing is complete and the LCC data is obtained from the Air Force for the newly indexed tires, the Contractor shall submit a request for change to the price list for the applicable tire type. The Contractor shall:

- (1) Request pricing from the approved sources of supply,
- (2) Set a date and time for submission of the pricing, and
- (3) Direct that the pricing to be sent directly to the Contracting Officer.

The Contracting Officer shall open the pricing after the date and time set for submission and disclose the results to all participating sources of supply. In developing the negotiated price, the Contractor shall purchase at least 65% of the annual demands of the tire from the source of supply that represents the best value to the Government (e.g., lowest ratio of unit price/landing index and factoring in the maintenance cost of changing tires). A procedure similar to the above shall also be used to establish the price for a NSN with more than one approved source that is added to this contract in accordance with DLAD 52.216-9006 (AUG 2005) -ADDITION/DELETION OF ITEMS.

If necessary, when the Government and Contractor agree to the price change, the Contractor shall provide the on-hand balance of the applicable tire type that was purchased/manufactured prior to the change in the landing index. When an equal quantity of the applicable tire type has been issued, the Contractor shall notify the Contracting Officer. The Contracting Officer will then incorporate the agreed upon change to the price list by written modification to the contract. If the Contractor determines the alternate source is unable to meet the demands or its terms will negatively impacts performance, the Contractor shall notify the Contracting Officer in writing along with documentation supporting its determination. If the documentation supports the Contractor's determination, the Contracting Officer may authorize up to a one-year deviation from the 65% requirement. If a deviation remains necessary at the end of the deviation period, the contractor must submit new documentation to establish the justification for a further deviation. The Contracting Officer may elect to contact the alternate source to verify any documentation provided to the Contracting Officer.

For each tire type with an existing Landing Index approved by the Air Force in accordance with the Life Cycle Cost (LCC) Program the Contractor shall clearly identify in its proposal the source of supply or the sources of supply and the estimated percentages of tires to be provided by that source. Unless otherwise authorized by the Contracting Officer, the Contractor shall always supply per tire type the proposed mix or a mix with a higher average landing index throughout contract performance.

The Indexes established pursuant to the Air Forces LCC Program shall be the only basis used in establishing an index for the tires supplied under this contract. The Contractor shall negotiate with the manufacturer a price for the tires consistent with the requirement of the LCC Program and store and deliver the tires to the designated location. The Government is not obligated to purchase the tires, until the Contracting Officer and Contractor agree to a price and a delivery order is issued.

**P2 — 10.0 ESTABLISHING OR MAINTAINING APPROVED SOURCES**

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The Contractor shall maintain properly balanced sources of supply for meeting the requirements of this contract and to address the interest of national defense in having a facility, producer, manufacturer, or other supplier available for furnishing the supplies in case of a national emergency or industrial mobilization. The Contractor shall ensure the continuous availability of reliable sources of supply and increasing or maintaining competition among approved sources of supply to reduce overall costs for acquisition. Approved tire retread sources of supply are considered an important part of the industrial base due to the savings in raw material and any approach to maintaining alternate sources of supply should reflect that importance. The Contractor shall immediately notify the Contracting Officer if there is a disruption, a pending loss, or a loss of a source of supply and what steps will be taken to ensure the continuous availability of approved reliable sources for the impacted tire types.

For tires having more than a single source of supply and that are unique to the military or the demand from the military is essential in maintaining industrial base, it is the Government's expressed goal that the approved sources of supply be utilized in order to preserve the existing production capacity. A new approved source of supply is not considered an expansion of the industrial base, if that source is used in

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a manner to exclude the other sources. Maintenance of Industrial Base requires the active engagement and participation of multiple manufacturing sources of supply. Accordingly, the Contractor shall ensure that 35% of the annual demands per tire type are supplied by other approved sources, provided the cost of the alternate source is not excessive or cost prohibitive or limits the Contractor's ability to meet the Logistics Response Times. If the Contractor determines the alternate source is cost prohibitive or negatively impacts performance, the Contractor shall notify the Contracting Officer in writing along with documentation supporting its determination. If the documentation supports the Contractor's determination, the Contracting Officer may authorize up to a one-year deviation from the 35% requirement; if a deviation remains necessary at the end of the deviation period the contractor must submit new documentation to establish the justification for a further deviation. The Contracting Officer may elect to contact the alternate source to verify any documentation provided to the Contracting Officer. The 35% requirement only applies on NSNs that the Government identifies as having an estimated quantity of 2000 and over for a given five year period.

The Contractor shall obtain competitive pricing from the approved sources and conduct the purchasing in a fair, equitable, and independent manner. If the Contractor is one of the approved sources of supply, the Contractor shall develop an approach to purchasing that ensures the integrity of the process. The Government reserves the right to review and audit this process. If it is determine the process is inadequate to protect the integrity of the purchasing process, the Contractor shall make changes to address the concerns identified by the Government.

**P2 - 11.0 CONFIGURATION MANAGEMENT**

The Contractor shall create and maintain a list by tire type of all approved sources of supply, and this list shall be maintained current and provided to the Contracting Officer on a quarterly basis.

**P2 - 11.1 CONFIGURATION MANAGEMENT**

The Government will maintain configuration control and change authority for all modifications or changes affecting form, fit, function, or interface parameters of the tire. The Contractor shall maintain configuration of the tires in accordance with the requirements of this contract, and shall review configuration of tires and recommend other available tires that meet or exceed the current application of the tire type and represent a better value to the Government.

All costs associated with Contractor-initiated configuration changes (including those changes made due to obsolescence) shall be borne by the Contractor and shall be made and incorporated without adjustment to the contract price. Configuration changes, made pursuant to the Air Force LCC Program, are considered Government initiated and may result in an adjustment to the contract price.

**P2 - 11.2 CONFIGURATION MANAGEMENT/DEVIATIONS**

The Contractor shall not manufacture or supply any item under this contract that incorporates a known departure from technical or contractual requirements unless a request for a deviation has been approved. Authorized deviations are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline.

Deviation requests shall be prepared in accordance with DI-CMAN-80640C – Request for Deviation. Guidelines for preparing deviations may also be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management. For all tires under this contract a deviation is not permitted until authorized in writing by the Contracting Officer.

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## P2 - 11.3 NOTIFICATIONS RELATING TO CONFIGURATION MANAGEMENT

The Contractor shall monitor and immediately notify the Contracting Officer of any weapon system program developments or modifications that may impact the performance of the tires and/or require a change to a current tire configuration. Especially, those programs in which the tire manufacturers have been asked to participate in the development of or modification to a tire. The Contracting Officer will then take or prepare for whatever action may be necessary to coordinate with the ESA the possible configuration change and any resulting addition, deletion or modification of a tire type.

## P2 - 12.0 OBSOLESCENCE MANAGEMENT

The Contractor is responsible for managing obsolescence over the entire period of the contract, and notwithstanding any obsolescence issues or problems, the Contractor remains responsible for meeting all performance and other requirements of this contract. This obsolescence management responsibility includes an ongoing review and identification of actual and potential obsolescence issues, including but not limited to obsolescence of tires, the loss, or impending loss of the manufacturers or suppliers of tires, or shortages of raw materials. The Contractor is responsible for obtaining a replacement if and when any tires become obsolete, to include the investigation of part availability, interchangeability and substitutability, locating tire and vendor/manufacturer replacement and purchase of sufficient inventory prior to a loss of source to meet demands. The contractor shall prevent any additional costs to this contract from being incurred by the Government due to obsolescence. Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management requirements of this PWS. The Contractor shall provide the Government with obsolescence status briefs, as part of the periodic program reviews provided for under the contract.

## P2 - 13.0 DATA REPORTING REQUIREMENTS

Under the terms of the TPI program, the exchange of logistics data shall be required between the TPI Contractor and DSCC to support delivery order processing, carcass tracking and inventory reporting. The Contractor shall be required to establish the application systems, business controls, and databases necessary to support these processes. The Contractor shall receive/send all logistics data exchanges between itself and DSCC electronically using Electronic Data Interchange (EDI) formats and shall be responsible for exception processing and error corrections.

### P2 - 13.1 REQUISITION PROCESSING

In general, the process will work as follows:

The Government customer will submit requisitions, requisition follow-ups and requisition cancellations to DSCC. The customer requirements will be then forwarded to the TPI Contractor via a Delivery Order issued from the Business Systems Modernization (BSM) that will be formatting (translating) the Government requisitions into the appropriate EDI transaction set. The TPI Contractor shall provide real-time shipping status corresponding to the customer's requisition using an appropriate transaction set.

The following three EDI transactions are required for the purpose of transmitting the Delivery Orders and Tracking Performance:

850 Purchase/Delivery Order

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856 Shipment Notice Manifest  
997 Functional Acknowledgement

The Purchase/Delivery Order (850) will be processed through the issuing Inventory Control Points (ICP's). The Functional Acknowledgement (997) will show that the contractor has received the delivery order and will establish the order date. The Shipment Notice (856) will identify the order shipment date of the total quantity.

The Contractor shall issue all tires in accordance with the Special Instructions for Tire Requisitions listed under Section I Exhibits and Attachments. The Contractor will allow DSCC to change special instructions listed under Section I, Exhibits and Attachments. The Contractor and Contracting Officer shall negotiate a justifiable rate to recover any costs associated with changes that are over and above what is in the current solicitation in accordance FAR 52.243-01, Changes – Fixed Price.

## **P2 - 13.2 TIRES, CARCASS AND DISPOSAL TRACKING**

The Contractor shall provide via web-based technology real-time visibility of RFI, NRFI and scrap tires. The Contractor shall maintain, collect, and disseminate data to the Government for use in the measurement of performance metrics. The Contractor shall provide real-time data to the Government.

A database, including as a minimum the elements set forth below and is to be established and maintained by the Contractor in the Contractor's format and in a manner that allows the Government to monitor performance against the metrics and the contract requirements. If the Contracting Officer requests changes to the Contract's database necessary for the Government to monitor performance against the metrics and the contract requirements, the changes will be made at no cost to the Government. Addition of other elements shall be subject to mutual agreement. The Government shall have web-based access to such database. The database is also subject to Government review/audit. The database shall include, at a minimum, the following elements for each delivery order:

- (a) NSN, serial number of each tire received by the customer
- (b) NSN, serial number of each tire shipped to a customer
- (c) Requisition number
- (d) Date Contractor receives delivery order from the Government
- (e) Shipping data (including but not limited to the ship to point, date shipped, shipper, shipper's tracking number, date delivery received, and proof of delivery to include the name of Government individual signing to acknowledge Government receipt)

Additional data that is to be provided includes:

- (f) Carcass data (including pick-up date, number of receipts by NSN)
- (g) Scrapped carcasses
- (h) On-hand Assets of RFI tires by manufacturer, NSN, serial number, and location
- (i) On-hand Assets of NRFI tires by stock number and location
- (j) For each NSN, the daily and cumulative percent of demands filled by each manufacturer.

## **P2 - 14.0 PACKAGING, WAREHOUSING AND TRANSPORTATION**

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**P2 - 14.1 PACKAGING**

**Packaging for delivery:** Tires shall be prepared for and shipped using best commercial practices and in such a manner as to preclude damage and/or distortion that could prevent normal bead seating.

**Marking for shipments:** Each tire shall be labeled in accordance with MIL-STD-129P, with bar coding in accordance with ISO/IEC 16388 regardless of destination. In addition, for all shipments to overseas and

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domestic consignees, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the tires.

**Color coding, aging identification:** The tire shall have a color-coded tape for age identification using the color of tape in accordance with MS 14113: Color used shall reflect year of carcass, manufacturer, with the date of year superimposed on the tape.

**FMS Marking Instructions:** FMS shipments will be marked as prescribed by MIL-STD-129P and MILSTAMP, Chapter 5, with the following minimum information:

- FMS case designator (for FMS only: shown in the "mark for" block of the shipping label or tag.
- Requisition number
- Transportation priority
- Project name and number (if applicable)
- Shipped from address
- Ship to address
- Ultimate consignee overseas address
- Mark for (if applicable)

The MAPAD, DOD 4000.25-8-M is the directory of clear text addresses and shipping instructions used in the movement of material and distribution of documents for FMS shipments. The MAPAD is used by DOD services, the General Services Administration and commercial firms under DOD contracts for the shipment of FMS material.

As a DOD publication, MAPAD is authoritative. Shipping activities must conform to its directions regarding FMS shipments. Similarly, exceptions found in the MAPAD authorize deviation from normal service procedures directions for use of the MAPAD are contained in the directory itself. The website for the MAPAD is <http://www.dla.mil/j-6/DLMSO/eLibrary/Manuals/MAPAD/mapad.asp>.

**International Standards Regarding Wood Packaging Materials (WPM):** All lumber, wooden pallets and wood containers produced of solid wood materials and used in the packaging and transportation of tires shall be:

- (1) Constructed from heat treated (ht to 56 degrees c for 30 minutes) material, and
- (2) Be certified by an accredited grading agency recognized by the American Lumber Standards Committee (ALSC) in accordance with 'International Standards for Phytosanitary Measures' Publication #15 dated March 2002 (or current revision).

This referenced publication can be accessed at <https://www.ippc.int/IPPP/En/default.jsp>.

## P2 - 14.2 WAREHOUSING AND STORAGE REQUIREMENTS

Warehousing and proper storage of the tires will be the responsibility of the Contractor. The contractor shall ensure the tires are adequately protected from potential damage or deterioration.

### P2 - 14.2.1 Storage Environment

Procedures for aircraft tires shall be in accordance with USAF TO-4T-1-3, Chapter 3 or a commercial equivalent.

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**P2 – 14.2.2 Issuance and Handling of Stored Aircraft Tires:**

Issuance of aircraft tires shall be accordance with USAF TO-4T-1-3, Chapter 3 or commercial equivalent.

**P2 - 14.3 TRANSPORTATION**

The Contractor shall be responsible for transportation and delivery of RFI assets to the required CONUS and OCONUS destinations in response to DSCC delivery orders, within the timeframes specified by under paragraph P2 – 7.0. Delivery terms shall be F.O.B. Destination (FAR 52.247-34 applies).

The Contractor will allow DSCC to change delivery locations of activities listed under Section I, Exhibits and Attachments without any change to cost. The Contractor shall provide in-transit visibility of forward shipments between shipping and receiving sites. The Contract shall via web-based technology, provide visibility of requisition status to the DoD customer from the time the requisition/order is electronically received from DSCC to the time the DoD customer receives the tire(s). A Transportation Control Number (TCN) consisting of Requisition Number plus "XXX" will be assigned to each shipment (example: R0336401230005XXX). The TCN, Pick-up date, carrier, bill of lading number, airway billing number, pieces, weight and cube, delivery date, and delivery location will be identified on all other shipping documents.

The Contractor shall comply with all applicable labeling, marking and documentation requirements specified by MIL-STD-129P, Standard Practice for Military Marking and DOD 4500.9-R, Defense Transportation Regulation, including use of Military Shipping Label.

If the consignee's address is not specified on the requisition/order, the Contractor shall use the DAAS DODAAD web page to obtain the activity shipping addresses. The Contractor is also responsible for validating the consignee's and its ship to address prior to issuance of the tires. The DAAS DODAAD web page address is as follows:

<https://www.daas.dla.mil/daasing>

This DAAS system allows users to access shipping addresses using the activity's DODAAC. The "TAC2" (freight) shipping address from this database shall be used to make shipments. Use the TAC 1 address as the shipping address only if a TAC 2 address is missing from the database. (Use of TAC 3 addresses from this database could result in misdirected shipments). The Contractor may also utilize the Distribution Planning & Management System to validate consignee addresses and to print labels for shipping. To gain access to DPMS go to <http://www.ddc.dla.mil/dpms/>. (Note: Use of DPMS does not authorize the Contractor to ship through DoD Containerization and Consolidation Points)

**P2 - 14.3.1 CONUS SHIPMENTS**

For shipments to CONUS consignees, the Contractor shall be responsible for the transportation and delivery of RFI assets to the required destination. The Contractor shall comply with State transportation laws and regulations as they apply to movement of Government freight with a CONUS ship to address or in-transit CONUS to an OCONUS ship to address.

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**P2 - 14.3.2 OCONUS SHIPMENTS**

For shipments to OCONUS consignees, the Contractor shall be responsible for the transportation and delivery of RFI assets to the required destination. The Contractor shall be responsible for customs clearance and compliance with all applicable customs regulations.

**P2 - 14.3.3 SHIPMENTS INTO HOSTILE/DANGEROUS TERRITORIES**

Any consignees with a shipping address into an area designated as hostile/dangerous by the Contracting Officer, the Contractor shall ship to a location designated by the Contracting Officer and shall be marked to identify the correct TAC 1 and TAC 2 addresses and shipment to the final destination. The Contractor may request the Contracting Officer to designate an area as hostile/dangerous, however, until such designation the shipments will be made in accordance with P2 - 14.3.1 and 14.3.2 above. Until otherwise notified by the Contracting Officer, Iraq and Afghanistan are designated hostile/dangerous territories and all shipping addresses into those areas shall be shipped in accordance with Iraq & Afghanistan Shipping Instructions listed under Section I, Exhibits and Attachments.

**P2 - 14.3.4 FMS SHIPMENTS**

FMS shipments will be marked as prescribed by MIL-STD-129 and MILSTAMP, DOD 4500.32-R. In addition to the requirements for marking of all shipments under this contract, FMS shipments will be marked with the FMS Case number and Extended Dollar Value. This data is identified on the MILSTRIP requisition.

Shipping of FMS requisitions will be in accordance with the Military Assistance Program Address Directory, which is the directory of clear text addresses and shipping instructions used in the movement of material and distribution of documents for FMS shipments. The web site for the MAPAD is [https://www.daas.dla.mil/daashome/daasc\\_mapad.asp](https://www.daas.dla.mil/daashome/daasc_mapad.asp).

Each MAPAD shipment requires a Military Assistance Program Address Code (MAPAC). Once created, the Ship-To MAPAC and Mark-For MAPACs are entered into the MAPAD web site as codes to receive the full text shipping addresses.

The MAPAC appears as a six-position code in the Military Assistance Program Directory (MAPAD) and is constructed from selected codes located in various data fields of the 80 record position (rp) MILSTRIP requisition. Specifically, MILSTRP requisition record positions 31, 32, 33, 45, 46, and 47 provide the information necessary to construct a MAPAC.

The first position of the MAPAC is rp 45 which is the 1<sup>st</sup> position of the Supplementary Address (SUPAD). The second and third positions of the MAPAC are rps 31 and 32 which are the 2<sup>nd</sup> and 3<sup>rd</sup> positions of requisition document numbers Unit Identification Code (UIC) field. For a "Ship-To" MAPAC with shipment going to a freight forwarder, the fourth and fifth positions will always contain zeros and the sixth position rp 47 which is the 3<sup>rd</sup> position of the SUPAD indicates the freight forwarder code.

For a "MARK-FOR" MAPAC, the entry in MILSTRIP record position 33 (3<sup>rd</sup> position of requisition document numbers UIC field) indicates the in-country destination Mark-For address included in the documentation and on the shipping label. Positions one, two and three remain the same as for the Ship-To MAPAC, but position four will include the Mark-For code (rp 33) and positions five and six will always be zero.

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The Ship-To MAPAC and Mark-For MAPACs are entered into the MAPAD as codes to receive the full text addresses.

Canada has no Freight Forwarders thus shipments to Canada are made directly to the in-country destination. Consequently Canadian requisition number and supplementary addresses are different to accommodate the unique construction of their MAPACs. To construct a Canadian MAPAC, use the Service Code from rp 45 (1st position of the SUPAD); next rps 31 & 32 (two-digit country code); next rp 33 (zero filled); and lastly, rps 46 & 47 from the supplementary address

After the MAPAC code is entered, a list of addresses will be displayed with the Type Address Codes (TAC) next to each address. In almost all instances the Contractor will use one or two of the following three TAC addresses.

TAC 2: Use this address for unclassified surface/air freight.

TAC M: Use this address as the Mark-for address (final destination of items).

TAC 3: Use this address to send Notice of Availability (NOA) when using Offer Release Code (ORC) Y or Z. Exception: NOA for classified items must be directed to the FMS customer's "Country Representative" identified on the country cover page of the MAPAD).

## P2 - 14.3.5 SPECIAL SHIPPING INSTRUCTIONS

The Contractor shall be responsible for arranging transportation for the delivery of RFI assets in response to DSCC delivery orders that identify destination or forward movement of the tires to a location listed under Attachment 23, Special Shipping Instructions, Section I, Exhibits and Attachments. The contractor shall assign the appropriate shipping priority commensurate with the LRT Requirements of this solicitation, and delivery terms only for the locations listed in Attachment 23 shall be F.O.B. Origin (FAR 52.247-29 applies).

To arrange for transportation, the Contractor shall contact the Defense Distribution Center (DDC), New Cumberland, PA. Shipping instructions should be requested by completing the form found at Attachment 1 of DSCC Part 52 — Solicitation Provisions and Contract Clauses which is located at [http://www.dscclib.dla.mil/library/provisions clauses/dscclibmaster/](http://www.dscclib.dla.mil/library/provisions%20clauses/dscclibmaster/).

Requests should be made by facsimile to 717-770-2701 or via email to [delivery@dlalib.mil](mailto:delivery@dlalib.mil). A return fax number must be included with your faxed request. The DDC's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays. Questions may be directed to the DDC at 1-800-456-5507. For F.O.B Origin shipments, the contractor's LRT will be based on CONUS timeframes and the response time will end when the tires are tender for transportation by the carrier.

For billing purposes under the Special Shipping Instruction, this support is considered CONUS TPI Support payable under CLIN 0002/5002. This solicitation requires FOB Destination and CLIN 0002/5002 are to include the cost of transportation; however, these deliveries use the Government Bill of Lading (GBL) process with FOB Origin which requires the Government to reimburse the carriers for the cost of transportation. Accordingly, an equitable adjustment to CLIN 0002/5002 will be negotiated at the end of each contract year. If the negotiated amount is greater than \$5,000.00, the Government will offset a

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subsequent invoice(s) by the agreed upon amount. If the negotiated amount is less than \$5,000.00, no offset will be made.

If during the performance of this contract the contractor becomes aware of a location that does not accept commercial shipment, or conditions change and a commercial carrier is unable to deliver to a location, the contractor shall notify the Contracting Officer for instructions. No deliver destination is authorized to utilize FAR 52.247-29, F.O.B Origin unless listed in or added to Attachment 23 by the Contracting Officer by written modification.

**P2 - 14.4 TRANSPORTATION OF USE/SCRAP TIRES**

The Contractor shall comply with, and ensure that all applicable subcontractors comply with, all requirements of the U.S. Department of Transportation (DOT) Regulations, applicable state and local regulations and requirements, applicable to transportation of the scrap rubber under this contract.

**P2 - 14.4.1 PERMITS**

The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and/or permits, and for complying with any applicable federal, state, and local laws, codes, and regulations in connection with the performance of the statement of work. This includes acquiring any required permits or registration necessary to operate on any of the installations listed in this contract or for transporting scrap rubber.

**P2 - 14.4.2 SHIPPING DOCUMENTATION**

A State tire disposal manifest/shipping paper must be used wherever required for transporting scrap rubber. If a specific tire manifest/shipping paper is not required, the contractor must comply with the applicable federal, state or local shipping paper requirements.

For the purposes of this contract, when a manifest is not required, unless otherwise specified by federal, state or local shipping paper requirements, the contractor is required to ensure that scrap rubber offered for transportation are properly described on a bill of lading.

The Contractor shall obtain, prepare and maintain on file all manifests, bills of lading or other shipping papers for acceptance of waste into a state approved facility. The Contractor shall provide copies of the completed form(s), for review by the Government within five (5) business days of the request. Each

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pickup manifest/shipping paper (i.e., with a Government activity identified as a generator) shall be clearly and distinctly marked with the name of the generators.

A copy of all manifests/shipping papers, signed by the designated state approved facility, shall be maintained on file and upon request furnished to the Government within five (5) business days of the request.

## **P2 - 15.0 QUALITY ASSURANCE PROVISIONS**

### **P2 - 15.1 QUALITY SYSTEM REQUIREMENTS**

Contractor shall maintain a quality system that meets the requirements of ISO 9001:2000. The Contractor shall be responsible for tire quality control in accordance with paragraph P2-1.2 for all tires purchased/manufactured and delivered to the Contractor's warehouse and provided to the Government. The Contractor's quality management system/program shall be designed to promptly detect, correct and prevent conditions that adversely affect performance and quality. The Government reserves the right to perform inspections of the Contractor and/or Subcontractors at any time the government desires without notice to the Contractor including but not limited to site/plant inspections. The Contractor shall maintain a single-point of contact to interface with the Government's tire logistics manager for this TPI contract to ensure timely resolution of business and technical problems and implementation of corrective action.

### **P2 - 15.2 GOVERNMENT ACCESS TO FACILITIES**

The Government reserves the right to perform an on-site quality program review and evaluation of the contractor and/or subcontractor manufacturing facility at any time during the performance of this contract. The Government will provide prior notice to the review and the Contractor shall take all appropriate actions to facilitate the review process.

### **P2 - 15.3 QUALITY DATA**

When requested, the contractor shall make available for Government review the following:

- (a) Quality control manual and procedures, work instructions, operation sheets, special manufacturing processes, drawings and specifications, repair manuals, repair procedures, manufacturing records, in-process/final inspection records, and ATP results.
- (b) Results of periodic third party audits and follow up corrective action(s) for any deficiencies noted
- (c) Results of scheduled internal quality system audits and follow up corrective action(s) for any deficiencies noted
- (d) Copies of ISO generated management reports tracking rework, customers complains, delivery schedules, cost of quality, ordering, inventory, transportation, etc.
- (e) Approved supplier list and vendor ratings, including supplier material rejection rates and corrective action
- (f) Procedures controlling storage and management of Government-Owned Material

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**P2 – 16.0 CUSTOMER SERVICE SUPPORT**

The Contractor shall provide customer service support for all areas covered in this requirement, which includes providing assistance to customers, Service representatives, personnel receiving logistical support, and maintenance personnel responsible for the mounting and removal of the tire. The Contractor shall provide this support in a manner and within a timeframe that is both beneficial to customer and responsive to the customers need.

The Contractor shall provide assistance to all customers based on the need of the customer and the application of each tire type, this assistance shall include,

- (a) Maintain a call center 24/7 and market its telephone number to applicable organizations and personnel.
- (b) Providing assistance on requisition and in-transit status,
- (c) Provide technical assistance and advice on tire application, installation, removal, and maintenance.
- (d) Respond to and provide technical support and solutions to all quality issues, to include Material Discrepancy and Product Quality Deficiency Reports. . MDRs relate to quality issues arising from tire use, while PQDRs relate to quality issues arising prior to use of the tire.
- (e) As appropriate or when requested by the Contracting Officer, conduct field investigations of tire failures and/or quality issues.
- (f) As appropriate or when requested by the Contracting Officer, conduct product testing and inspection of failed or defective tires.
- (g) Provide training twice annually (2-day course) on site at a military installation dealing with proper handling, safety procedures, installation, removal and maintenance of tires. The class will include both classroom and on-hands training, and the Contracting Officer may request that the training deal with a particular tire type and quality or operational issue that the field has been experiencing.
- (h) Conduct annually a Tire Manufacturer Conference (subsequent to the most recent PBR) to provide a forum for manufacturers to discuss demands and other issues to include directly with the Government.

**P2 – 17.0 OPERATING ENVIRONMENT**

The data provided in the Attachments below that relate to tire demand projections and operating conditions may not reflect the conditions that the Contractor will encounter. As military operations either increase or decrease, it is anticipated that operations impacting the supply of tires will also either increase and decrease. All historical and projected tire data is therefore provided for informational purposes only, and the Government neither warrants nor guarantees that any of the data and percentages provided herein will be realized by the contractor during the performance of this contract.

- Attachment 1 Platform and Associated Tires
- Attachment 2 Delivery Locations
- Attachment 3 Approved Qualified Products List
- Attachment 4 Approve Code and Part Numbers

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Attachment 5	Wholesale Inventory — On-hand Balances (RFI & NRFI)
Attachment 6	Wholesale Inventory Demands by Ship to Location
Attachment 7	Historic Scrap Rates of Repairable Tires
Attachment 8	Pick-up Locations for NRFI Tires
Attachment 9	Pick-up Locations for USED/Scrap Tires.
Attachment 10	Life Cycle Cost Program
Attachment 11	Retail Inventory (On-Hand Balance, Site Allowance, and Reorder Levels)
Attachment 12	Retail Activities Demand Data (Past 12 Months)
Attachment 13	Iraq and Afghanistan Shipping Instructions
Attachment 14	Wholesale Inventory Demands (FY 2003-2005)
Attachment 15	Remaining Due-in Balances on Spare Procurements
Attachment 16	Remaining Due-in Balances on Repair Procurements
Attachment 17	Estimated Annual Flight Hours
Attachment 18	LCC Program Landing Indexes by Tire Type
Attachment 19	Supply Contracts Data for Fiscal Year 2003-2005
Attachment 20	Tire Inventories by Depot August 2006
Attachment 21	Receipt and Issue Data by Stocking Locations (FY2005 — Sept 2006)
Attachment 22	Special Instructions for Tire Requisitions
Attachment 23	Special Shipping Instructions

## **P2 - 18.0 CONTRACT EXIT PHASE INTEGRATED PRODUCT TEAM (IPT)**

During Phase II, to the extent possible and other than in the event of termination, twelve (12) months before commencement of Phase III, the Government and the Contractor shall establish a joint Exit Transition Integrated Product Team (IPT). The Exit IPT shall develop the schedule, milestones, costs (if applicable), and performance requirements for an orderly transition of the TPI Program element to Government control, to performance under another contract, or performance on a follow-on contract.

## **P3 – PERFORMANCE WORK STATEMENT FOR PHASE III, CONTRACT EXIT**

### **P3 - 1.0 INTRODUCTION**

**P3 - 1.1** Phase III encompasses those procedures and corresponding timeframes necessary to ensure the orderly and efficient transfer of under another contract, or performance on a follow-on contract upon completion or termination of the contract, if necessary.

**P3 - 1.2** Phase III commences upon the effective date of the Phase III contract modification, or, in the event of termination for the Government's convenience or for cause, upon the Contractor's receipt of a termination notice from the Government, whichever occurs first.

### **P3 - 2.0 ON-HAND BALANCES AND PROJECTED BALANCES AT CONTRACT END DATE**

Within 30 days of the commencement of Phase III and at the end of the base five (5) year contract term or at the end of any option period as directed by the Contracting Officer, the Contractor shall provide at no additional cost to the Government in writing the current status and the projected status as of the end of Phase II and Phase III for the quantity and identification of Contractor Furnished Material (CFM) available at the end of the contract

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**P3 - 3.0 CONTRACTOR SUPPLY OF WHOLESALE INVENTORY**

Should the Government terminate the contract for cause or default during the first 30 months of the contract, the Contractor will ensure the inventory level equal to 3 months supply based on the BEQ listed in Exhibit 1 and ship the same level and mix of RFI tires for each tire type designated in inventory upon contract start date to a site to be determined by the Government at no cost to the Government.

Termination for convenience of the Government follows FAR 52.249-2 and the Contractor shall comply with the inventory level the same as termination for cause or default.

After the first 30 months of contract performance, if the contract ends and the Contractor have not been awarded a follow-on contract to continue tire management the Contractor shall ensure an on-hand minimum of 3 months tire stock. This stock is computed as three times the average demand of month 5 and month 6 from the most current PRB. The Government, Contractor and, Government-designated follow-on contractor shall coordinate the shipment of this inventory either to the follow-on contractor or directly to the end users. This transition will occur in a manner similar to the original transition from Government performance to Contractor performance. The follow-on contractor at the current applicable tire price list in the Schedule of Supplies will purchase any remaining inventory after three months. The follow-on contractor shall be responsible for the cost of shipping said tire inventory to it warehouse facilities.

**P3 - 4.0 EXIT PHASE MASTER REPARABLE ITEMS LIST (MRIL)**

The Government will update the Master Reparable Items List (MRIL) so that the reparable tires are returned to the appropriate site. Any misdirected shipments to the Contractor will be forwarded to the appropriate site at the expense of the Government. This shall be accomplished within 5 days of the Government site identification, or as otherwise provided for by the Exit IPT schedules and milestones.

**P3 - 5.0 DATA**

**P3 - 5.1** The Contractor shall provide to the Government for all tires supplied and stored under this contract all data requested by the Contracting Officer relating the supply chain management of each tire type for the previous 5 years from the date of the request, to include at a minimum all historical data collected in accordance with P2-13.2. The Contracting Officer may request this data in a format suitable to the Government prior to the start of the exit phase.

**P3 - 5.2** The Contractor shall provide the Government with a list of items(s) that are expected to become obsolete within the ensuing six months period after this contract has been completed. It is not intended that this list shall require any additional effort on the part of the Contractor beyond what the Contractor would normally do as part of its ongoing efforts under its Obsolescence Management and obsolescence status briefs, but the list shall include information reasonably available or known to the Contractor as a result of those ongoing activities (e.g. existing sources, recommended new sources or solutions, etc.).

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**SECTION F -- FAR 52.212-4 (SEP 2005), CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS**

**ADDENDA TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS**

**1. FAR 52.252-1 (FEB 1998) - PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also the full text of a solicitation provision may be electronically accessed at this/these address (es): <http://web.deskbook.osd.mil>.

**2. FAR 52.252-2 (FEB 1998) - CLAUSES INCORPORATED BY REFERENCE**

This solicitation/contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

**3. INCORPORATED FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER 1) CLAUSES:**

<u>FAR Ref. No.</u>	<u>Clause Title and Date</u>
FAR 52.204-4	Printed/Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.211-15	Defense Priority and Allocation Requirements (Sep 1990)
FAR 52.213-1	Fast Payment Procedures (May 2006) (Authorized for Individual Delivery Orders \$500,000.00 and under.)
FAR 52.242-13	Bankruptcy (Jul 1995)
FAR 52.246-2	Inspection of Supplies – Fixed Price (Aug 1996)
FAR 52.246-16	Responsibility For Supplies (Apr 1984)
FAR 52.247-34	F.O.B. Destination (Nov 1991)
FAR 52.247-29	F.O.B. Origin (Feb 2006) (Authorized only for shipments with delivery destinations/forward movement into locations listed under Attachment 23, Special Shipping Instructions, Section I, Exhibits and Attachments.
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
FAR 52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

**4. INCORPORATED DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR, CHAPTER 2) CLAUSES**

<u>DFARS Ref. No.</u>	<u>Clause Title and Date</u>
DFARS 252.204-7004	Alternate A (Required Central Contractor Registration) (Nov 2003)
DFARS 252.211-7003	Item Identification and Valuation (Jun 2005) with Alternate I (Apr 2005)
DFARS 252.243-7001	Pricing of Contract Modifications (Dec 1991)

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## 5. POST-AWARD CONFERENCE

The selected contractor will be required to attend a post-award conference at the Defense Supply Center, Columbus (DSCC), Ohio, prior to the commencement of the phase-in period. The purpose of the conference is to highlight essential requirements, coordinate implementation timelines, and answer any questions the contractor may have prior to commencement of work. During the period between the decision announcement and the conference, the contractor should submit any questions in writing to the Administrative Contracting Officer (ACO). The ACO will arrange with the service provider as to the time, date and location of the conference.

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**6. FAR 52.216-1 (APR 1984) - TYPE OF CONTRACT**

The Government contemplates award under this Request for Proposal will be made as one five-year base Requirement Type Fixed Price with Economic Price Adjustments, TPI contract with one five-year priced Option period that, at the option of the Government may be exercised, All orders placed during this time period shall be issued as priced delivery/task orders. Therefore, offerors should insert firm-fixed prices for each year included in the Base and Option Periods. In addition to all other terms and condition of the RFP, offerors are to pay particular attention to the following clauses containing provisions and instruction for Requirement contracts.

**7. FAR 52.216-18 (OCT 1995) - ORDERING**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued any time after issuance of a notice to proceed with Phase I Transition through base and option period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**8. ORDER LIMITATIONS**

Due to the nature and scope of this contract and in accordance with FAR 16.503(a)(2), it is not feasible to state a maximum limit of the contractor's obligation to deliver and the Government obligation to order. Additionally, there is no maximum or minimum limit that the Government may order under each individual order.

**9. FAR 52.216-21 (OCT 1995) - REQUIREMENTS**

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the timeframes established in accordance with Phase III Contract Exit.

#### **10. FAR 52.217-9 (MAR 2000) - OPTION TO EXTEND THE TERM OF THE CONTRACT**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

#### **11. FAR 52.233-2 (AUG 1996) - SERVICE OF PROTEST**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Office of Counsel (DSCC-G)  
 Defense Supply Center Columbus  
 P.O. Box 3990  
 Columbus, OH 43218-3990

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **12. DLAD 52.211-9004 (MARCH 2000) - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS**

This contract is assigned a priority rating under the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR 700) which requires contractors to utilize the assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. Because this contract does not have a specified delivery date, the basic contract is not rated; however, orders placed against it that include a delivery date are considered rated orders as of the date of receipt by the supplier. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract Management Agency (DCMA) representative or the appropriate Defense Supply Center DPAS officer through the cognizant Administrative Contracting Officer or procuring contracting officer. The DPAS officer or the DCMA plant representative will provide necessary assistance or the necessary instructions to complete Department of Commerce (DoC) BXA Form 999, Request for Special priorities Assistance. This form will be processed through appropriate channels to the DoC who will review and take action to make the needed supplies available to the applicant when deemed appropriate.

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**13. DLAD 52.211-9009 (APR 2002) - NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL**

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

**14. DLAD 52.216-9006 (AUG 2005) - ADDITION/DELETION OF ITEMS**

(a) The Government reserves the right to unilaterally delete items that were available from only one manufacturer at the time of award if an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any item from the contract.

(b) New items may be added to the contract through bilateral modification with negotiated prices. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to provide the Government with immediate, written notification when an item is to be discontinued by the manufacturer, including a recommendation for any potential substitute or replacement items. If the Government elects to include a substitute or replacement item in the contract, the contract will be modified accordingly.

(2) If an item is discontinued without replacement, the notice should include a recommendation concerning the availability of items that are comparable in form, fit, and function. The contractor shall not incur any costs related to alternate sources of supply without the express written approval of the Contracting Officer. The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item after which the item will be deleted from the contract. The contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the full quantity is not available for shipment. The terms of such order(s) will be negotiated by the parties, including changes to the delivery schedule and maximum quantity available for shipment.

**15. DLAD 52.233-9000 (SEP 1999) - AGENCY PROTESTS**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest that would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

**16. DLAD 52.233-9001 (JUN 2001) - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)**

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(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [  ]. Alternate wording may be negotiated with the contracting officer.

**17. DSCC 52.247-9C05 (JUN 2001) - FOREIGN MILITARY SALES ADDITIONAL REQUIREMENTS**

For all Foreign Military Sales (FMS) shipments with FOB point at destination items shall be shipped by a carrier that can provide evidence of shipment or proof of delivery in compliance with MAPAD (Military Assistance Program Address Directive) and DOD 4500.9-R, not by parcel post unless registered or shipped by some other traceable means. The contractor shall provide proof of shipment/delivery to the cognizant Transportation Office. The contractor is only responsible for transportation costs to the freight forwarder or Government port (except for Canadian FMS that are shipped direct to Canadian addresses)

NOTE: The following fill-in location area below does not pertain to IDC basics and corporate contracts.

For FMS requirement with FOB point at destination, use:

(City, State, Zip Code) as tentative shipping location so that transportation costs are included in quote.

**18. DSCC 52.204-9C07 - PAYMENT ELECTRONIC FUNDS TRANSFER (EFT) vs. CENTRAL CONTRACT REGISTRATION (CCR)**

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

**19. INSPECTION / ACCEPTANCE AT DESTINATION**

Inspection and Acceptance for (i) contractual compliance with packaging and marking criteria, (ii) damage in-transit, (iii) condition, (iv) identity, and (v) quantity, of all shipments will be performed by the receiving Officer or authorized representative at the final destination.

**20. DLAD 52.212-9001 (AUG 2005) - APPLICATION OF FAST PAYMENT TO PART 12 ACQUISITIONS**

This acquisition is being conducted using FAR Part 12, Acquisition of Commercial Items. FAR 52.213-1, Fast Payment, applies. The terms and conditions in 52.213-1 take precedence over paragraphs (a), (i), (j), (n), (o) and (p) of the clause at FAR 52.212-4.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SOLICITATION SP0700-06-R-7023 AMENDMENT 0011	NEW PAGE 60a of 72
NAME OF OFFEROR OR CONTRACTOR MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0AIK8      CONTRACT NUMBER SPM7L10-07-D-7001      PAGE 45 of 52		

**21. DLAD 52.213-9009 (AUG 2005) - FAST PAYMENT PROCEDURE**

When the contract or order includes FAR 52.213-1, Fast Payment Procedure, the following terms and conditions are included.

a. The following statement shall appear on the consignee's copy of the invoice or packing slip:

**CONSIGNEE'S NOTIFICATION TO PURCHASING ACTIVITY OF  
NONRECEIPT, DAMAGE, OR NONCONFORMANCE**

The consignee shall notify the purchasing office promptly after the specified date of delivery of supplies not received, damaged in transit, or not conforming to specifications of the purchase order. Unless extenuating circumstances exist, the notification should be made not later than 60 days after the specified date of delivery.

b. FOB terms are in accordance with FAR 52.213-1. Invoices shall be submitted directly to the finance office designated elsewhere in this order or in the basic contract, or in the case of un-priced purchase orders, to the contracting officer. For f.o.b. Origin shipments, transportation or postage shall be prepaid and added to the invoice as a separate line item.

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**SECTION G -- FAR 52.212-5 (FEB 2006) - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

- |              |                     |  |
|--------------|---------------------|--|
| <u>  X  </u> | (1) 52.203-6,       | Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).  |
| _____        | (2) 52.219-3,       | Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a)   |
| <u>  X  </u> | (3) 52.219-4,       | Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a)        |
| _____        | (4) [Reserved]      |  |
| _____        | (5) (i) 52.219-6,   | Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).  |
| _____        |                     | (ii) Alternate I (Oct 1995) of 52.219-6.   |
| _____        |                     | (iii) Alternate II (Mar 2004) of 52.219-6.   |
| _____        | (6) (i) 52.219-7,   | Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).   |
| _____        |                     | (ii) Alternate I (Oct 1995) of 52.219-7.   |
| _____        |                     | (iii) Alternate II (Mar 2004) of 52.219-7.   |
| _____        | (7) 52.219-8,       | Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).   |
| <u>  X  </u> | (8) (i) 52.219-9,   | Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).   |
| _____        |                     | (ii) Alternate I (Oct 2001) of 52.219-9.   |
| <u>  X  </u> |                     | (iii) Alternate II (Oct 2001) of 52.219-9.   |
| _____        | (9) 52.219-14,      | Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).  |
| <u>  X  </u> | (10) (i) 52.219-23, | Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). |
| _____        |                     | (ii) Alternate I (June 2003) of 52.219-23.   |
| <u>  X  </u> | (11) 52.219-25,     | Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).   |
| _____        | (12) 52.219-26,     | Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).   |

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SOLICITATION SP0700-06-R-7023	PAGE 62 of 72
NAME OF OFFEROR OR CONTRACTOR MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0AIK8 CONTRACT NUMBER SPM7L10-07-D-7001 PAGE 47 of 52		

- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126)
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

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- \_\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i)

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through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2005)**

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

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

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

- X  252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- X  252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- X  252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- X  252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

NAME OF OFFEROR OR CONTRACTOR  
MICHELIN AIRCRAFT TIRE COMPANY, LLC CAGE: 0AIK8 CONTRACT NUMBER SPM7L10-07-D-7001 PAGE 50 of 52

<input checked="" type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
<input checked="" type="checkbox"/>	252.225-7021	Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input checked="" type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input checked="" type="checkbox"/>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ( <input type="checkbox"/> Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<input checked="" type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
<input checked="" type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input checked="" type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
<input type="checkbox"/>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) ( <input type="checkbox"/> Alternate I) (MAR 2000) ( <input type="checkbox"/> Alternate II) (MAR 2000) ( <input type="checkbox"/> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

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252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).  
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SOLICITATION SP0700-06-R-7023	PAGE 72 of 72
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**SECTION I -- ATTACHMENTS**

**SECTION I -- ATTACHMENTS**

**Michelin Final Proposal 11-27-2006**

- Attachment 1 Signed Standard Form 30s
- Attachment 2 Evaluation Notice with Michelin's Response
- Attachment 3 Volume I, Price Proposal
- Attachment 4 Volume II, Technical Proposal
- Attachment 5 Volume III, Subcontracting Plan and Socioeconomic Programs and Javits-Wagner-O'Day (JWOD) Act Entity Utilization Proposal

**ATTACHMENT 1**

**MICHELIN AIRCRAFT TIRE COMPANY  
SIGNED STANDARD FORM 30'S**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER SP0700-06-R-7023
6. SOLICITATION ISSUE DATE 10 July 2006	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Pauline E. Bradley-Buck	b. TELEPHONE NUMBER (No collect calls) (614) 692-1406	8. OFFER DUE DATE/ LOCAL TIME 18 August 2006
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9. ISSUED BY DEFENSE SUPPLY CENTER, COLUMBUS ATTN: DSCC-DR, BLDG 43 PO BOX 3990 COLUMBUS, OH 43218-3990	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: 326211 SIZE STANDARD: 1,000	<input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> B(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO SEE TECHNICAL EXHIBIT, ATTACHMENT 2	CODE	16. ADMINISTERED BY	CODE
---	------	---------------------	------

17a. CONTRACTOR/OFFEROR MICHELIN AIRCRAFT TIRE COMPANY, LLC. ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES TELEPHONE NO. (864) 458-4822	CODE 0A1K8	FACILITY CODE 68030	18a. PAYMENT WILL BE MADE BY	CODE
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<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
---	---

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION SHEET TO THE STANDARD FORM 1449. SEE THE ATTACHED EXCEL SPREADSHEET FOR THE SCHEDULE OF SUPPLIES.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
---	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--	--

30b. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNACKI EXECUTIVE VICE-PRESIDENT	30c. DATE SIGNED 04-SEP-2006	31b. NAME OF CONTRACTING OFFICER (Type or print) Mark A. Stanley, Contracting Officer	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Offer is due no later than 2:00 pm local time on the date specified in block 8. Mailed offers should be sent to the address referenced in Block 9 (no exceptions). Offerors using a commercial carrier service must ensure that the carrier service delivers the "Proposal" prior to the scheduled opening/closing times. Packages must be marked plainly on the outside of the commercial carrier's envelop with the solicitation number, date and time set forth for the receipt of offers and delivered to the address indicated in Block 9 of the SF 1449.</p> <p>* SEE FAR 52.212-1 AND ADDENDA IN SOLICITATION</p> <p>*The "Schedule of Supplies" is contained on an electronically stored microsoft spreadsheet at <a href="http://www.dscc.dia.mil/programs/tiremgmt">http://www.dscc.dia.mil/programs/tiremgmt</a></p> <p>REMITTANCE ADDRESS: MICHELIN AIRCRAFT TIRE COMPANY, LLC P.O. BOX 409712 ATLANTA, GA 30384</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF	PAGES
1		1	1
AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE July 11, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY	CODE SC0700	7. ADMINISTERED BY (If other than Item 6)	

OFFICE SUPPLY CENTER COLUMBUS  
 ATTN: DSCC-DR  
 BLDG 43, 2<sup>nd</sup> FLOOR  
 P.O. BOX 3990  
 COLUMBUS, OH 43218-3990

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MICHELIN AIRCRAFT TIRE COMPANY, LLC  
 ONE PARKWAY SOUTH, P.O. BOX 19001  
 REENVILLE, SC 29615-5022

ODE 0A1K8 FACILITY CODE 68030 / 3KDH4

(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023
X	9B. DATED (SEE ITEM 11) July 10, 2006
X	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

**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.

You 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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.

2. Accounting and Appropriation Data (If required)

**13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:

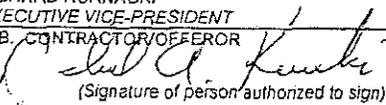
D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- This amendment is issued to correct the solicitation offer date and incorporate the following changes.
- The telephone number in block 7.b. of the SF 1449 is changed to: 614-692-2258
  - The offer date in block 8 is changed to 24 August, 2006.

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

A. NAME AND TITLE OF SIGNER (Type or print) CHARL KORNACKI EXECUTIVE VICE-PRESIDENT	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 04-SEP-2006
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF 1	PAGES 2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE July 19, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY CODE	SC0700	7. ADMINISTERED BY (If other than Item 6) CODE	
DISC SUPPLY CENTER COLUMBUS AT DISC-DR 3BLD 3, 2 <sup>nd</sup> FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990			

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023
MICHELIN AIRCRAFT TIRE COMPANY, LLC ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022		X	9B. DATED (SEE ITEM 11) July 10, 2006
CODE 0A1K8 FACILITY CODE 68030 / 3KD4		X	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)

**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. Offeror 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:  
 (1) By completing items 8 and 15 and returning \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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.

2. Accounting and Appropriation Data (If required)

**13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:

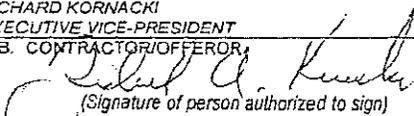
D. OTHER (Specify type of modification and authority)

**IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment is issued to incorporate the following changes and answer questions.  
 See page 2 of 2.

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

A. NAME AND TITLE OF SIGNER (Type or print) CHARD KORNACKI EXECUTIVE VICE-PRESIDENT	15a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15c. DATE SIGNED 04-SEP-2006
	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED

1. Exhibit 1 is replaced by the attached document titled "Amend 0002- Exhibit 1 Aircraft Tire Price List.xls". The tire NSN's and projected Best Estimated Quantities (BEQ) are updated in this exhibit.
2. Question. Would the contracting officer consider conducting two pre-proposal conferences, one for the Land solicitation (SP0700-06-R-7023) and the other for the Aircraft solicitation (SP0700-06-R-7023)? We are concerned that the Land solicitation will overshadow the Aircraft solicitation due to the volume of tires involved and each deserves the full attention of all participants.

Answer. While each solicitation does contain important differences the solicitations are very similar. For this reason the Contracting Officer has determined that one pre-proposal conference will be sufficient to address all of the issues involved. The differences in each can also be addressed with very little chance of confusion. In order to insure that all offerors have an adequate opportunity to address all questions and concerns the contracting officer may continue the conference beyond the closing time of 1230.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
 2. AMENDMENT/MODIFICATION NO. 0003  
 3. EFFECTIVE DATE July 24, 2006  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SC0700  
 INSE SUPPLY CENTER COLUMBUS  
 ATTN: DSCC-DR  
 BLDG 43, 2<sup>ND</sup> FLOOR  
 P.O. BOX 3990  
 COLUMBUS, OH 43218-3990  
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 MICHELIN AIRCRAFT TIRE COMPANY, LLC  
 ONE PARKWAY SOUTH, P.O. BOX 19001  
 GREENVILLE, SC 29615-5022  
 ATTN: BRETT CARNES (864) 458-4822  
 CODE 0A1K8 FACILITY CODE 68030 / 3KDH4  
 9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023  
 9B. DATED (SEE ITEM 11) July 10, 2006  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 10B. DATED (SEE ITEM 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X 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. Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM  
 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.)

Amendment 0003 notification of changes, questions and answers, and replacement pages are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNACKI, EXEC. VICE-PRESIDENT  
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)  
 15C. DATE SIGNED 04-SEP-2006  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) UNITED STATES OF AMERICA  
 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)  
 16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE July 28, 2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	17
BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 <sup>nd</sup> FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990		CODE SC0700	7. ADMINISTERED BY (if other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MICHELIN AIRCRAFT TIRE COMPANY, LLC ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES (864) 458-4822				(x) X	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023	
				X	9B. DATED (SEE ITEM 11) July 10, 2006	
					10A. MODIFICATION OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE 0A1K8		FACILITY CODE 68030 / 3KDH4				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X 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. Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

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:

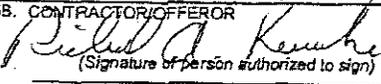
D. OTHER (Specify type of modification and authority)

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.)

Amendment 0004 notification of changes, questions and answers, and replacement pages are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNACKI, EXEC VICE-PRESIDENT		16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 04-SEP-2006	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
140-01-152-8070			18C. DATE SIGNED

Created using Microsoft Word

STANDARD FORM 30 (REV. 10-

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF 1	PAGES 6
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE Aug 1, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY SENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 <sup>nd</sup> FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990	CODE SC0700	7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MICHELIN AIRCRAFT TIRE COMPANY, LLC ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES (864) 458-4822		(x) X	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023		
			9B. DATED (SEE ITEM 11)  July 10, 2006		
		X	10A. MODIFICATION OF CONTRACT/ORDER NO.		
			10B. DATED (SEE ITEM 13)		
CODE QA1K8	FACILITY CODE 68030 / 3KDH4				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X 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. Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

Amendment 0005 notification of changes and replacement pages are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNACKI, EXEC. VICE-PRESIDENT	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR <i>Richard A. Kornacki</i> (Signature of person authorized to sign)	15C. DATE SIGNED 04-SEP-2006
15D. 1540-01-152-9070	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15E. DUS EDITION UNUSABLE	16C. DATE SIGNED

Created using Microsoft Word

STANDARD FORM 30 (REV. 10-

Prescribed by GSA  
FAR (48 CFR) 53.243

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>0006</b>		3. EFFECTIVE DATE <b>Aug 7, 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
D BY		CODE <b>SC0700</b>	7. ADMINISTERED BY (if other than item 6)	

DEFENSE SUPPLY CENTER COLUMBUS  
ATTN: DSCC-DR  
BLDG 43, 2<sup>nd</sup> FLOOR  
P.O. BOX 3990  
COLUMBUS, OH 43218-3990

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MICHELIN AIRCRAFT TIRE COMPANY, LLC ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES (864) 458-4822	(x)	9A. AMENDMENT OF SOLICITATION NO. <b>SP0700-06-R-7023</b>
	X	9B. DATED (SEE ITEM 11)  <b>July 10, 2006</b>
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

CODE **0A1K8** FACILITY CODE **68030 / 3KDH4**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers **X** is extended is not extended.  
Offeror 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      copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

- A. This amendment is issued to extend the closing date until **September 7, 2006** with sealed offers for furnishing the supplies in Schedule B to be received **NLT 2:00 p.m. local time.**
- B. Amendment 0006 notification of change(s), questions and answers, and replacement page(s) are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>RICHARD KORNACKI, EXEC. VICE-PRESIDENT</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>Richard Kornacki</i> (Signature of person authorized to sign)		15C. DATE SIGNED <b>04-SEP-2006</b>	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
15D. <b>540-01-152-9070</b>		16C. DATE SIGNED	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF 1	PAGES 15
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE Aug 14, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
BY NISE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 <sup>nd</sup> FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990	CODE SC0700	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MICHELIN AIRCRAFT TIRE COMPANY, LLC ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES (864) 458-4822		(x) X	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023			
		X	9B. DATED (SEE ITEM 11)  July 10, 2006			
			10A. MODIFICATION OF CONTRACT/ORDER NO.			
			10B. DATED (SEE ITEM 13)			
CODE OAIK8	FACILITY CODE 68030 / 3KDH4					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended X is not extended.  
 Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

Amendment 0007 notification of changes, questions and answers, and replacement pages are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNACKI, EXEG. VICE-PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>Richard A. Kornacki</i> (Signature of person authorized to sign)	15C. DATE SIGNED 04-SEP-2006	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF 1	PAGES 9
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE Aug 22, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 <sup>nd</sup> FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990	CODE SC0700	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023	
MICHELIN AIRCRAFT TIRE COMPANY, LLC ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES (864) 458-4822				X	9B. DATED (SEE ITEM 11)  July 10, 2006	
CODE 0A1K8 FACILITY CODE 68030 / 3KDH4				X	10A. MODIFICATION OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended X is not extended.  
 Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

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.)

Amendment 0008 notification of changes, questions and answers, and replacement pages are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNAKCI, EXEC VICE-PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>Richard A. Kornaeki</i> (Signature of person authorized to sign)	15C. DATE SIGNED 04-SEP-2006	18B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	18C. DATE SIGNED

340-01-152-9070

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STANDARD FORM 30 (REV. 10-

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF 1	PAGES 8
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE Aug 28, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
BY INSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 <sup>nd</sup> FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990	CODE SC0700	7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MICHELIN AIRCRAFT TIRE COMPANY, LLC ONE PARKWAY SOUTH, P.O. BOX 19001 GREENVILLE, SC 29615-5022 ATTN: BRETT CARNES (864) 458-4822		(b) X	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023		
			9B. DATED (SEE ITEM 11)  July 10, 2006		
		X	10A. MODIFICATION OF CONTRACT/ORDER NO.		
			10B. DATED (SEE ITEM 13)		
CODE 0A1K8	FACILITY CODE 68030 / 3KDH4				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X 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. Offeror 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 9 and 15 and returning \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 Date (If required)

**13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

Amendment 0009 notification of changes, questions and answers, and replacement pages are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD KORNACKI, EXEC, VICE-PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>Richard A. Kornacki</i> (Signature of person authorized to sign)	15C. DATE SIGNED 04-SEP-2006	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

640-D1-152-9070

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US EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF 1	PAGES 1
2. AMENDMENT/MODIFICATION NO. 0010	3. EFFECTIVE DATE September 6, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
ISSUED BY OFFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 <sup>ND</sup> FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990	CODE SC0700	7. ADMINISTERED BY (if other than Item 5) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023
	X	9B. DATED (SEE ITEM 11) July 10, 2006
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X 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. Offeror 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 \_\_\_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN \_\_\_\_\_

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

This amendment is issued to extend the closing date until **September 8, 2006** with sealed offers for furnishing the supplies in Schedule B to be received NLT 3:00 p.m. local time.

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

15A. NAME AND TITLE OF SIGNER (Type or print) X <b>RICHARD KORNACKI, EXECUTIVE VP.</b>	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR <i>Richard Kornacki</i> (Signature of person authorized to sign)	15C. DATE SIGNED 16 NOV 06	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF 1	PAGES 21
2. AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE Oct 26, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY CODE	SC0700	7. ADMINISTERED BY (if other than Item 6) CODE	

SENSE SUPPLY CENTER COLUMBUS  
DSCC-DR  
43, 2<sup>nd</sup> FLOOR  
P.O. BOX 3990  
COLUMBUS, OH 43218-3990

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023
	X	9B. DATED (SEE ITEM 11)  July 10, 2006
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X 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.  
Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)**

This amendment is issued to incorporate changes as indicated on the following pages and to provide offerors the opportunity to submit revised offers by the closing date of NLT **November 21, 2006, 2:00 p.m. local time**. Revisions shall provide whatever other narrative or supporting materials (matrix, charts, or graphics) are considered necessary for the Government to fully understand the proposal as revised. Revisions shall be submitted in accordance with Addenda to FAR 52.212-1, Instructions to Offerors-Commercial Items (Jan 2006), Paragraph 6 – Format for Proposals.

If the Government elects to accept the offer that does not include the costs associated with the P2 – 5.0 USED/SCRAP TIRE PROGRAM, prior to the execution of the contract award documents the requirement will be revised to remove all sections relating to the used/scrap tire program requirement.

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

15A. NAME AND TITLE OF SIGNER (Type or print) X <b>RICHARD KORNAKCI, EXECUTIVE V.P.</b>	15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <b>16 NOV 06</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED
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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF 1	PAGES 16
2. AMENDMENT/MODIFICATION NO. <b>0012</b>	3. EFFECTIVE DATE <b>Nov 8, 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY <b>FENSE SUPPLY CENTER COLUMBUS</b>	CODE <b>SC0700</b>	7. ADMINISTERED BY (If other than Item 6) CODE	
ADDRESS: <b>DSCC-DR</b> <b>BLDG 43, 2<sup>ND</sup> FLOOR</b> <b>P.O. BOX 3990</b> <b>COLUMBUS, OH 43218-3990</b>			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO. <b>SP0700-06-R-7023</b>
	X	9B. DATED (SEE ITEM 11) <b>July 10, 2006</b>
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X 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. Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN IT

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

This amendment is issued to incorporate changes as indicated on the following pages and to provide offerors the opportunity to submit questions as it relates to items of discussion and/or requirement changes. Revised offers are expected by the closing date of NLT **November 21, 2006, 2:00 p.m. local time.**

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>X RICHARD KORNAKCI, EXECUTIVE V.P.</b>	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	15C. DATE SIGNED <b>16 NOV 06</b>
15D. UNITED STATES OF AMERICA BY	16C. DATE SIGNED <i>(Signature of Contracting Officer)</i>

2. AMENDMENT/MODIFICATION NO. 0013 3. EFFECTIVE DATE Nov 16, 2006 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

ISSUED BY CODE SC0700 7. ADMINISTERED BY (if other than Item 6) CODE

SENSE SUPPLY CENTER COLUMBUS  
 DSCC-DR  
 43, 2<sup>nd</sup> FLOOR  
 P.O. BOX 3990  
 COLUMBUS, OH 43218-3990

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(c) 9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7023  
 X 9B. DATED (SEE ITEM 11) July 10, 2006  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers. X is intended is not extended.  
 Offeror 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 \_\_\_ copies of the amendment; (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 ACKNOWLEDGEMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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)

This amendment is issued to incorporate changes as indicated on the following pages. Discussions are hereby closed. Revised offers are expected by the closing date of November 27, 2006, 2:00 p.m. local time.

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD KONWACKI, EXECUTIVE V.P.  
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) [Signature]  
 15C. DATE SIGNED 16 NOV 06  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)  
 16C. DATE SIGNED

Volume I - Price Proposal (Appendix A)

AIRCRAFT TIRE PRICE LIST FOR BASE & OPTION PERIOD (YEARS 1 - 10)								
SOLICITATION NUMBER SP0700-06-R-7023 (Amend 12)								
ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	BASE EXTENDED PRICE	OPTION EXTENDED PRICE	TOTAL EXTENDED PRICE
0001	NSN	(b) (4)				(b) (4)		
	2620-00-060-7013	(b) (4)	4,574	4,346	8,920	(b) (4)		
	2620-00-070-0785	(b) (4)	18,100	18,145	37,245	(b) (4)		
	2620-00-084-6037	(b) (4)	8,000	5,700	11,700	(b) (4)		
	2620-00-137-0262	(b) (4)	8,973	8,524	17,497	(b) (4)		
	2620-00-142-5161	(b) (4)	19,000	18,050	37,050	(b) (4)		
	2620-00-204-4820	(b) (4)	0	0	0	(b) (4)		
	2620-00-269-7553	(b) (4)	261	248	509	(b) (4)		
	2620-00-458-3548	(b) (4)	361	343	704	(b) (4)		
	2620-00-466-0897	(b) (4)	0	0	0	(b) (4)		
	2620-00-528-9203	(b) (4)	60	50	110	(b) (4)		
	2620-00-554-2459	(b) (4)	7,448	7,076	14,524	(b) (4)		
	2620-00-565-2267	(b) (4)	1,900	950	1,950	(b) (4)		
	2620-00-575-8686	(b) (4)	5,000	4,760	9,760	(b) (4)		
	2620-00-575-8893	(b) (4)	20,000	19,000	39,000	(b) (4)		
	2620-00-918-0430	(b) (4)	4,812	4,668	9,578	(b) (4)		
	2620-00-702-2972	(b) (4)	20,000	19,000	39,000	(b) (4)		
	2620-00-720-3729	(b) (4)	600	570	1,170	(b) (4)		
	2620-00-779-1184	(b) (4)	4,712	4,476	9,188	(b) (4)		
	2620-00-779-1213	(b) (4)	361	343	704	(b) (4)		
	2620-00-834-6673	(b) (4)	13,000	12,350	25,350	(b) (4)		
	2620-00-900-1191	(b) (4)	447	424	871	(b) (4)		
	2620-00-902-1599	(b) (4)	60	50	110	(b) (4)		
	2620-00-938-5964	(b) (4)	5,800	5,320	10,920	(b) (4)		
	2620-00-993-1278	(b) (4)	2,722	2,585	5,309	(b) (4)		
	2620-01-019-0769	(b) (4)	599	589	1,168	(b) (4)		
	2620-01-029-8161	(b) (4)	120	108	228	(b) (4)		
	2620-01-038-5800	(b) (4)	922	875	1,797	(b) (4)		
	2620-01-042-2783	(b) (4)	15,800	9,099	24,000	(b) (4)		
	2620-01-056-4800	(b) (4)	26,405	25,085	51,490	(b) (4)		
	2620-01-063-2361	(b) (4)	7,443	7,071	14,514	(b) (4)		
	2620-01-101-6097	(b) (4)	3,606	3,425	7,030	(b) (4)		
	2620-01-129-7607	(b) (4)	7,500	7,125	14,625	(b) (4)		
	2620-01-137-3388	(b) (4)	3,900	3,705	7,605	(b) (4)		
	2620-01-142-6461	(b) (4)	6,000	5,700	11,700	(b) (4)		
	2620-01-154-5405	(b) (4)	361	343	704	(b) (4)		
	2620-01-157-3921	(b) (4)	26,000	23,750	48,750	(b) (4)		
	2620-01-159-3244	(b) (4)	3,388	3,199	6,567	(b) (4)		
	2620-01-163-4647	(b) (4)	2,741	2,604	5,345	(b) (4)		
	2620-01-168-0164	(b) (4)	7,300	6,935	14,235	(b) (4)		
	2620-01-207-5302	(b) (4)	4,204	3,994	8,198	(b) (4)		
	2620-01-208-2894	(b) (4)	1,017	966	1,883	(b) (4)		
	2620-01-220-3470	(b) (4)	29,000	27,550	56,550	(b) (4)		
	2620-01-231-6088	(b) (4)	2,399	2,279	4,678	(b) (4)		
	2620-01-235-2028	(b) (4)	7,443	7,071	14,514	(b) (4)		
	2620-01-277-2690	(b) (4)	23,375	22,208	45,583	(b) (4)		
	2620-01-289-1923	(b) (4)	10	9	19	(b) (4)		
	2620-01-299-1924	(b) (4)	1,800	1,710	3,510	(b) (4)		
	2620-01-314-2500	(b) (4)	52	50	102	(b) (4)		
	2620-01-316-7075	(b) (4)	30,747	29,209	59,956	(b) (4)		
	2620-01-321-1048**	(b) (4)	97,570	92,692	190,262	(b) (4)		
	2620-01-341-0386	(b) (4)	713	677	1,390	(b) (4)		
	2620-01-357-4382	(b) (4)	195	185	380	(b) (4)		
	2620-01-427-2324	(b) (4)	2,195	2,085	4,280	(b) (4)		
	2620-01-490-0713	(b) (4)	2,038	1,936	3,974	(b) (4)		
	2620-01-493-7140**	(b) (4)	18,000	12,000	27,000	(b) (4)		
	2620-01-493-7142	(b) (4)	1,558	1,460	3,038	(b) (4)		
	2620-01-493-7878	(b) (4)	774	735	1,510	(b) (4)		
	TOTALS		474,546	443,296	917,841	\$277,966,623	\$261,029,955	\$538,996,578

\*In accordance with P2 - 1.1, the start date for the contractor to begin supplying the identified NSN is likely to be extended past the transition phase period. For NSN 2620-01-493-7140, the Air Force ordered in excess of demand to encourage investment into the industrial base capacity. This tire may extend approximately 8 months past the transition phase. For NSN 2620-01-321-1049, an inventory has been built up to support the transition to radial tire. This tire may extend several months past the transition phase, but we are unable to estimate as Air Force units will likely order at a rate above normal demand to meet demand and minimum stocking requirement. During transition all stock levels will be monitored and provided to contractor, with a tire by the determination being made in accordance with P2 - 1.1.

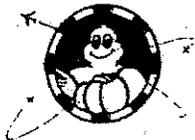
AIRCRAFT TIRE PRIVATIZATION SUPPORT (CONUS) PRICE LIST (WITH DISPOSAL) FOR BASE & OPTION PERIOD (YEARS 1 - 10)								
SOLICITATION NUMBER SP0700-06-R-7023								
ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	BASE EXTENDED PRICE	OPTION EXTENDED PRICE	
	NSN							
0002	2620-00-060-7013	(b) (4)	3,659	3,659	7,318	(b) (4)	(b) (4)	
	2620-00-070-0785	(b) (4)	15,280	15,280	30,560	(b) (4)	(b) (4)	
	2620-00-084-6037	(b) (4)	4,800	4,800	9,600	(b) (4)	(b) (4)	
	2620-00-137-0262	(b) (4)	7,178	7,178	14,356	(b) (4)	(b) (4)	
	2620-00-142-5161	(b) (4)	15,200	15,200	30,400	(b) (4)	(b) (4)	
	2620-00-204-4820	(b) (4)	0	0	0	(b) (4)	(b) (4)	
	2620-00-269-7553	(b) (4)	209	209	418	(b) (4)	(b) (4)	
	2620-00-458-3548	(b) (4)	289	289	578	(b) (4)	(b) (4)	
	2620-00-466-0897	(b) (4)	0	0	0	(b) (4)	(b) (4)	
	2620-00-528-9203	(b) (4)	48	48	96	(b) (4)	(b) (4)	
	2620-00-554-2459	(b) (4)	5,958	5,958	11,916	(b) (4)	(b) (4)	
	2620-00-555-2267	(b) (4)	800	800	1,600	(b) (4)	(b) (4)	
	2620-00-575-8886	(b) (4)	4,000	4,000	8,000	(b) (4)	(b) (4)	
	2620-00-575-8893	(b) (4)	16,000	16,000	32,000	(b) (4)	(b) (4)	
	2620-00-618-0430	(b) (4)	3,929	3,929	7,858	(b) (4)	(b) (4)	
	2620-00-702-2972	(b) (4)	16,000	16,000	32,000	(b) (4)	(b) (4)	
	2620-00-720-3729	(b) (4)	480	480	960	(b) (4)	(b) (4)	
	2620-00-779-1194	(b) (4)	3,770	3,770	7,540	(b) (4)	(b) (4)	
	2620-00-779-1213	(b) (4)	289	289	578	(b) (4)	(b) (4)	
	2620-00-834-6673	(b) (4)	10,400	10,400	20,800	(b) (4)	(b) (4)	
	2620-00-900-1191	(b) (4)	357	357	714	(b) (4)	(b) (4)	
	2620-00-902-1599	(b) (4)	48	48	96	(b) (4)	(b) (4)	
	2620-00-938-5964	(b) (4)	4,480	4,480	8,960	(b) (4)	(b) (4)	
	2620-00-993-1278	(b) (4)	2,177	2,177	4,354	(b) (4)	(b) (4)	
	2620-01-019-0759	(b) (4)	479	479	958	(b) (4)	(b) (4)	
	2620-01-029-8161	(b) (4)	96	96	192	(b) (4)	(b) (4)	
	2620-01-038-5800	(b) (4)	737	737	1,474	(b) (4)	(b) (4)	
	2620-01-042-2783	(b) (4)	12,000	7,200	19,200	(b) (4)	(b) (4)	
	2620-01-055-4600	(b) (4)	21,124	21,124	42,248	(b) (4)	(b) (4)	
	2620-01-063-2361	(b) (4)	5,955	5,955	11,910	(b) (4)	(b) (4)	
	2620-01-101-5087	(b) (4)	2,884	2,884	5,768	(b) (4)	(b) (4)	
	2620-01-129-7607	(b) (4)	6,000	6,000	12,000	(b) (4)	(b) (4)	
	2620-01-137-3398	(b) (4)	3,120	3,120	6,240	(b) (4)	(b) (4)	
	2620-01-142-6461	(b) (4)	4,800	4,800	9,600	(b) (4)	(b) (4)	
	2620-01-154-5405	(b) (4)	289	289	578	(b) (4)	(b) (4)	
	2620-01-157-3821	(b) (4)	20,000	20,000	40,000	(b) (4)	(b) (4)	
	2620-01-159-3244	(b) (4)	2,694	2,694	5,388	(b) (4)	(b) (4)	
	2620-01-163-4647	(b) (4)	2,193	2,193	4,386	(b) (4)	(b) (4)	
	2620-01-168-0164	(b) (4)	5,840	5,840	11,680	(b) (4)	(b) (4)	
	2620-01-207-5302	(b) (4)	3,363	3,363	6,726	(b) (4)	(b) (4)	
	2620-01-208-2894	(b) (4)	813	813	1,626	(b) (4)	(b) (4)	
	2620-01-220-3470	(b) (4)	23,200	23,200	46,400	(b) (4)	(b) (4)	
	2620-01-231-6068	(b) (4)	1,919	1,919	3,838	(b) (4)	(b) (4)	
	2620-01-235-2028	(b) (4)	5,955	5,955	11,910	(b) (4)	(b) (4)	
	2620-01-277-2690	(b) (4)	18,700	18,700	37,400	(b) (4)	(b) (4)	
	2620-01-299-1923	(b) (4)	8	8	16	(b) (4)	(b) (4)	
	2620-01-299-1924	(b) (4)	1,440	1,440	2,880	(b) (4)	(b) (4)	
	2620-01-314-2500	(b) (4)	42	42	84	(b) (4)	(b) (4)	
	2620-01-316-7075	(b) (4)	24,597	24,597	49,194	(b) (4)	(b) (4)	
	2620-01-321-1049	(b) (4)	78,056	78,056	156,112	(b) (4)	(b) (4)	
	2620-01-341-0386	(b) (4)	570	570	1,140	(b) (4)	(b) (4)	
	2620-01-357-4362	(b) (4)	156	156	312	(b) (4)	(b) (4)	
	2620-01-427-2324	(b) (4)	1,756	1,756	3,512	(b) (4)	(b) (4)	
	2620-01-490-0713	(b) (4)	1,630	1,630	3,260	(b) (4)	(b) (4)	
	2620-01-493-7140	(b) (4)	12,000	7,200	19,200	(b) (4)	(b) (4)	
	2620-01-493-7142	(b) (4)	1,246	1,246	2,492	(b) (4)	(b) (4)	
	2620-01-493-7878	(b) (4)	619	619	1,238	(b) (4)	(b) (4)	
TOTALS			379,632	370,032	749,664	\$68,041,443.36	\$66,320,835.36	\$134,362,278.72

AIRCRAFT TIRE PRIVATIZATION SUPPORT (CONUS) PRICE LIST (WITHOUT DISPOSAL) FOR BASE & OPTION PERIOD (YEARS 1 - 10)									
SOLICITATION NUMBER SP0700-06-R-7023									
ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	BASE EXTENDED PRICE	OPTION EXTENDED PRICE	EXTENDED PRICE	
	NSN								
0002	2620-00-060-7013	(b) (4)	73	3,659	3,659	7,318	(b) (4)		
	2620-00-070-0785		73	15,280	15,280	30,560			
	2620-00-084-6037		73	4,800	4,800	9,600			
	2620-00-137-0262		73	7,178	7,178	14,356			
	2620-00-142-5161		73	15,200	15,200	30,400			
	2620-00-204-4820		73	0	0	0			
	2620-00-269-7553		73	209	209	418			
	2620-00-458-3548		73	289	289	578			
	2620-00-466-0897		73	0	0	0			
	2620-00-528-9203		73	48	48	96			
	2620-00-554-2459		73	5,958	5,958	11,916			
	2620-00-555-2267		73	800	800	1,600			
	2620-00-575-8886		73	4,000	4,000	8,000			
	2620-00-575-8893		73	16,000	16,000	32,000			
	2620-00-618-0430		73	3,929	3,929	7,858			
	2620-00-702-2972		73	16,000	16,000	32,000			
	2620-00-720-3729		73	480	480	960			
	2620-00-779-1194		73	3,770	3,770	7,540			
	2620-00-779-1213		73	289	289	578			
	2620-00-834-8673		73	10,400	10,400	20,800			
	2620-00-900-1191		73	357	357	714			
	2620-00-902-1599		73	48	48	96			
	2620-00-938-5964		73	4,480	4,480	8,960			
	2620-00-993-1278		73	2,177	2,177	4,354			
	2620-01-019-0759		73	479	479	958			
	2620-01-029-8161		73	96	96	192			
	2620-01-038-5800		73	737	737	1,474			
	2620-01-042-2783		73	12,000	7,200	19,200			
	2620-01-055-4600		73	21,124	21,124	42,248			
	2620-01-063-2361		73	5,955	5,955	11,910			
	2620-01-101-5087		73	2,884	2,884	5,768			
	2620-01-129-7607		73	6,000	6,000	12,000			
	2620-01-137-3398		73	3,120	3,120	6,240			
	2620-01-142-6461		73	4,800	4,800	9,600			
	2620-01-154-5405		73	289	289	578			
	2620-01-157-3821		73	20,000	20,000	40,000			
	2620-01-159-3244		73	2,694	2,694	5,388			
	2620-01-163-4647		73	2,193	2,193	4,386			
	2620-01-168-0164		73	5,840	5,840	11,680			
	2620-01-207-5302		73	3,363	3,363	6,726			
	2620-01-208-2894		73	813	813	1,626			
	2620-01-220-3470		73	23,200	23,200	46,400			
	2620-01-231-6068		73	1,919	1,919	3,838			
	2620-01-235-2028		73	5,955	5,955	11,910			
	2620-01-277-2690		73	18,700	18,700	37,400			
	2620-01-299-1923		73	8	8	16			
	2620-01-299-1924		73	1,440	1,440	2,880			
	2620-01-314-2500		73	42	42	84			
	2620-01-316-7075		73	24,597	24,597	49,194			
	2620-01-321-1049		73	78,056	78,056	156,112			
	2620-01-341-0386		73	570	570	1,140			
	2620-01-357-4362		73	156	156	312			
	2620-01-427-2324		73	1,756	1,756	3,512			
	2620-01-490-0713		73	1,630	1,630	3,260			
	2620-01-493-7140		73	12,000	7,200	19,200			
	2620-01-493-7142		73	1,246	1,246	2,492			
	2620-01-493-7878		73	619	619	1,238			
	TOTALS			379,632	370,032	749,664	\$64,055,307.36	\$62,435,499.36	\$126,490,806.72

AIRCRAFT TIRE PRIVATIZATION SUPPORT (OCONUS) PRICE LIST FOR BASE & OPTION PERIOD (YEARS 1 - 10)

SOLICITATION NUMBER SP0700-06-R-7023

ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	BASE EXTENDED PRICE	OPTION EXTENDED PRICE	EXTENDED PRICE
	NSN							
0003	2620-00-060-7013	(b) (4)	93	915	687	1,602	(b) (4)	
	2620-00-070-0785	(b) (4)	93	3,820	2,865	6,685		
	2620-00-084-6037	(b) (4)	93	1,200	900	2,100		
	2620-00-137-0262	(b) (4)	93	1,795	1,346	3,141		
	2620-00-142-5161	(b) (4)	93	3,800	2,850	6,650		
	2620-00-204-4820	(b) (4)	93	0	0	0		
	2620-00-269-7553	(b) (4)	93	52	39	91		
	2620-00-458-3548	(b) (4)	93	72	54	126		
	2620-00-466-0897	(b) (4)	93	0	0	0		
	2620-00-528-9203	(b) (4)	93	12	2	14		
	2620-00-554-2459	(b) (4)	93	1,490	1,118	2,608		
	2620-00-555-2267	(b) (4)	93	200	150	350		
	2620-00-575-8886	(b) (4)	93	1,000	750	1,750		
	2620-00-575-8893	(b) (4)	93	4,000	3,000	7,000		
	2620-00-618-0430	(b) (4)	93	983	737	1,720		
	2620-00-702-2972	(b) (4)	93	4,000	3,000	7,000		
	2620-00-720-3729	(b) (4)	93	120	90	210		
	2620-00-779-1194	(b) (4)	93	942	706	1,648		
	2620-00-779-1213	(b) (4)	93	72	54	126		
	2620-00-834-6673	(b) (4)	93	2,600	1,950	4,550		
	2620-00-900-1191	(b) (4)	93	90	67	157		
	2620-00-902-1599	(b) (4)	93	12	2	14		
	2620-00-938-5964	(b) (4)	93	1,120	840	1,960		
	2620-00-993-1278	(b) (4)	93	545	409	954		
	2620-01-019-0759	(b) (4)	93	120	90	210		
	2620-01-029-8161	(b) (4)	93	24	12	36		
	2620-01-038-5800	(b) (4)	93	185	138	323		
	2620-01-042-2783	(b) (4)	93	3,000	1,800	4,800		
	2620-01-055-4600	(b) (4)	93	5,281	3,961	9,242		
	2620-01-063-2361	(b) (4)	93	1,488	1,116	2,604		
	2620-01-101-5087	(b) (4)	93	721	541	1,262		
	2620-01-129-7607	(b) (4)	93	1,500	1,125	2,625		
	2620-01-137-3398	(b) (4)	93	780	585	1,365		
	2620-01-142-6461	(b) (4)	93	1,200	900	2,100		
	2620-01-154-5405	(b) (4)	93	72	54	126		
	2620-01-157-3821	(b) (4)	93	5,000	3,750	8,750		
	2620-01-159-3244	(b) (4)	93	674	505	1,179		
	2620-01-163-4647	(b) (4)	93	548	411	959		
	2620-01-168-0164	(b) (4)	93	1,460	1,095	2,555		
	2620-01-207-5302	(b) (4)	93	841	631	1,472		
	2620-01-208-2894	(b) (4)	93	204	153	357		
	2620-01-220-3470	(b) (4)	93	5,800	4,350	10,150		
	2620-01-231-6068	(b) (4)	93	480	360	840		
	2620-01-235-2028	(b) (4)	93	1,488	1,116	2,604		
	2620-01-277-2690	(b) (4)	93	4,675	3,506	8,181		
	2620-01-299-1923	(b) (4)	93	2	1	3		
	2620-01-299-1924	(b) (4)	93	360	270	630		
	2620-01-314-2500	(b) (4)	93	10	8	18		
	2620-01-316-7075	(b) (4)	93	6,150	4,612	10,762		
	2620-01-321-1049	(b) (4)	93	19,514	14,636	34,150		
	2620-01-341-0386	(b) (4)	93	143	107	250		
	2620-01-357-4362	(b) (4)	93	39	29	68		
	2620-01-427-2324	(b) (4)	93	439	329	768		
	2620-01-490-0713	(b) (4)	93	408	306	714		
	2620-01-493-7140	(b) (4)	93	3,000	4,800	7,800		
	2620-01-493-7142	(b) (4)	93	312	234	546		
	2620-01-493-7878	(b) (4)	93	155	117	272		
	TOTAL		94,913	73,264	168,177	\$26,379,170.09	\$20,362,263.52	\$46,741,433.61



(b) (4)

Extreme NSN's

2620-00-269-7687: This NSN was deleted from with Amendment 0011 – No action taken

2620-00-902-1599: (b) (4)

Significant NSN's

<u>NSN</u>	(b) (4)
2620-00-060-7013	(b) (4)
2620-00-070-0785	(b) (4)
2620-00-466-0897	(b) (4)
2620-00-554-2459	(b) (4)
2620-00-779-1194	(b) (4)
2620-00-938-5964	(b) (4)
2620-01-019-0759	(b) (4)
2620-01-029-8161	(b) (4)
2620-01-063-2361	(b) (4)
2620-01-137-3398	(b) (4)

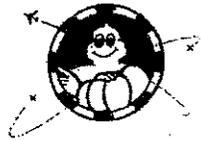


18-Nov-06

2620-01-142-6461	(b) (4)
2620-01-154-5405	
2620-01-157-3821	
2620-01-168-0164	
2620-01-220-3470	
2620-01-277-2690	
2620-01-299-1923	
2620-01-316-7075	
2620-01-341-0386	
2620-01-427-2324	
2620-01-490-0713	
2620-01-493-7142	

*The prices listed above are explanations as they pertain to our original proposal. Some prices may or may not change, in Exhibit 1, based on the latest BEQs*



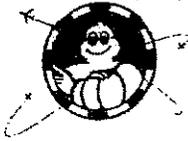


Moderate NSN's

NSN	(b) (4)
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2620-00-528-920	
2620-00-555-226	
2620-00-618-0430	
2620-00-993-1278	
2620-01-038-5800	
2620-01-055-4600	
2620-01-159-3244	
2620-01-163-4647	
2620-01-208-2894	
2620-01-321-1049	
2620-01-493-7140	

*The prices listed above are explanations as they pertain to our original proposal. Some prices may or may not change, in Exhibit I, based on the latest BEQs.*





(b) (4)

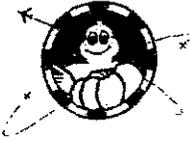
**Issue**

**h.** Offeror included an average unit price per tire in section B. Not needed and clarify that unit price of exhibit 1 equals the billing rate.

**Response**

**h.** The average unit price was calculated for comparison purposes only. We understand that all pricing will be per line item as listed in exhibit 1.

(b) (4)



18-Nov-06

Issue  
(b) (4) S

**Issue**

p. Acknowledgement of Amendments 0010 and 0011 and 0012.

**Response**

p. Acknowledgements included in this response.

**2. TECHNICAL  
Management Approach**

(b) (4)



LOCKHEED MARTIN  
We never forget who we're working for™

Defense Supply Center, Columbus  
Attn: DSCC-DR, Bldg 43  
P.O. Box 3990  
Columbus, OH 43218-3990

September 7, 2006

Dear Sir or Madam,

The Michelin/Lockheed Martin team is pleased to submit our proposal for the Defense Logistics Agency's (DLA) Tire Privatization Initiative. Our partnership offers the infrastructure, vision, and flexibility to match DoD's Logistics Transformation Strategy. Our team has the proven processes, procedures, skills and highly qualified people in place to focus on your customers, so we can better collaborate and support them.

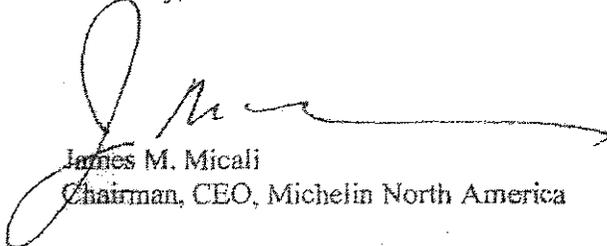
As highlighted in our proposal, Team Michelin is DLA's best solution for providing tires to support the aircraft portion of the Tire Privatization Initiative. Our corporate tagline: "Michelin. A Better Way Forward" not only expresses our mission of advancing mobility, it also provides a great description of how we conduct our business. Today, Michelin has a supply chain management contract with the U.S. Navy delivering 100 percent of the Navy's aircraft tires anywhere in the world in four days or less. With this proposal, we will provide a global solution for Army and Air Force aircraft tires as well.

Lockheed Martin partners with every branch of the U.S. military to design, produce, and support aircraft and other systems throughout their respective life cycles. Given the nature of joint military doctrine, Lockheed Martin is keeping pace with military customers' demands for agile, adaptive supply chain solutions. When our military forces deploy, Lockheed Martin deploys with them. To meet our customer demand, Lockheed Martin invests substantial human and fiscal capital to adapt business processes in concert with the premises of DoD's Focused Logistics Roadmap. We are ready, willing, and able to meet the challenges posed by an adaptive supply chain with global reach.

Together, our partnership includes talented people working with specialized tools, and a commitment to ensure that the right tire gets to the right place at the right time, with value.

We thank you for this opportunity and look forward to working with you, as your strategic suppliers.

Sincerely,



James M. Micali  
Chairman, CEO, Michelin North America



Fred P. Mopsally  
President, Lockheed Martin MS2

# Aircraft Tire Privatization Initiative

## Final Proposal

Volume II  
Technical Proposal

7 September 2006

**Solicitation Number:** SP0700-06-R-7023

**Prepared by:**

Michelin Aircraft Tires Company, LLC  
One Parkway South  
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864.458.5000

**Prepared for:**

Defense Supply Center – Columbus  
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614.692.1406

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<b>Cross Reference Matrix</b>		
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## ACRONYM LIST

ACO	Administrative Contracting Officer
AvCIP	Avionics Component Improvement Program
BEQ	Best Estimated Quantity
BER	Beyond Economical Repair
BPR	Beyond Physical Repair
BRAC	Base Realignment and Closure
BSM	Business Systems Modernization
CFM	Contractor Furnished Material
CLSSA	Cooperative Logistics Supply Support Arrangement
CONUS	Continental United States
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
CRM	Customer Relationship Management
DAAS	Defense Automatic Addressing System
DCMDE	Defense Contract Management District East
DLA	Defense Logistics Agency
DoD	Department of Defense
DoDAAC	Department of Defense Activity Address Code
DOT	Department of Transportation
DPMS	Distribution Planning and Management System
DRMO	Defense Reutilization and Marketing Office
DRP	Direct Requisition Procedure
DSCC	Defense Supply Center Columbus
EDA	Excess Defense Articles
EDI	Electronic Data Interchange
EGL	Eagle Global Logistics
EMA	Engineering Management Agreement
ESA	Engineering Source Authority
FAR	Federal Acquisition Regulation
FMS	Foreign Military Sales

---

GA .....	General Aviation
GFM .....	Government Furnished Material
ICP .....	Inventory Control Point
IDE .....	Integrated Data Environment
IPG .....	Issue Priority Group
IPT .....	Integrated Product Team
IT .....	Information Technology
LCC .....	Life Cycle Cost
LMCO .....	Lockheed Martin Company
LRT .....	Logistics Response Time
LSCC .....	Lifetime Support Command Center
ISO .....	International Organization for Standardization
MAPAC .....	Military Assistance Program Address Code
MAPAD .....	Military Assistance Program Address Directory
MATC .....	Michelin Aircraft Tire Company, LLC
MDR .....	Material Discrepancy Report
MHSCO .....	Maritime Helicopter Support Company
MILSTRIP .....	Military Standard Requisition and Issue Procedure
MRIL .....	Master Repairable Item List
MS2 .....	Lockheed Martin Maritime Systems and Sensors
MTO .....	Make to Order
MTS .....	Make to Stock
NADEP .....	Naval Aviation Depot
NAICS .....	North American Industry Classification System
NAVICP .....	Navy Inventory Control Point
NOA .....	Notice of Availability
NSWC .....	Naval Surface Warfare Center
NRFI .....	Not Ready for Issue
NSN .....	National Stock Number
OCONUS .....	Outside Continental United States
OEM .....	Original Equipment Manufacturer
PBL .....	Performance Based Logistics
PIP .....	Performance Insertion Program
PKI .....	Public Key Infrastructure

---

PPI.....	Producer Price Index
PQDR.....	Product Quality Deficiency Report
PRB.....	Performance Review Board
PRT.....	Pick-Up Response Time
PWS.....	Performance Work Statement
QPL.....	Qualified Parts List
QTR.....	Qualification Test Report
RFI.....	Ready for Issue
RGA.....	Returned Goods Authorization
RIRO.....	Reparable Item Replacement Option
RTAT.....	Repair Turn Around Time
S&OP.....	Sales and Operations Planning
SCM+™.....	Supply Chain Management Plus™
SCOR.....	Supply Chain Operations Reference
SMSG.....	Strategic Materials Support Group
SRM.....	Supplier Relationship Manager
SUPAD.....	Supplementary Address
TAC.....	Type Address Code
TAV.....	Total Asset Visibility
TCN.....	Transportation Control Number
TIRE.....	Tire Internet Resource Environment™ Website
TPI.....	Tire Privatization Initiative
TSL.....	Tire Sourcing Lead
TTM.....	Tire Technical Manager
UIC.....	Unit Identification Code
VAN.....	Value Added Network
VTC.....	Video Teleconference
WBS.....	Work Breakdown Structure

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## Volume II – Executive Summary

Team Michelin offers a complete solution to the Defense Logistics Agency's (DLA's) aircraft Tire Privatization Initiative (TPI).

**We understand what is at stake** and why getting the right tire to the right place and at the right time is important. Defense Supply Center Columbus' (DSCC's) customers are concerned with operational readiness to decisively gain air superiority essential to prosecuting the United States' modern joint warfare doctrine. Without aircraft tires, there are no mission-ready aircraft. Without mission-ready aircraft, there is no air superiority.

Team Michelin is ready to assist DSCC implement the aircraft TPI. Our preparation centers around **three performance drivers**:

1. **A clear understanding** of the requirements. Our job is to provide DSCC's customers with the tires they need to assure mission readiness. We promise responsive service that supports DLA's commitments. (Volume II, Introduction)
2. **A healthy Industrial base** to ensure price and performance competition. Our job is to promote second sources, ensure redundant production facilities where feasible, and spur innovation where it brings value. (b) (4)
3. **Seamless, low risk transition.** Our job is to establish an infrastructure that simultaneously meets delivery requirements and firms up the industrial base during times of change. (b) (4)

(b) (4)

(b) (4)

Part 2A)

(b) (4)

Figure ES-1. Team Michelin.

(b) (4)

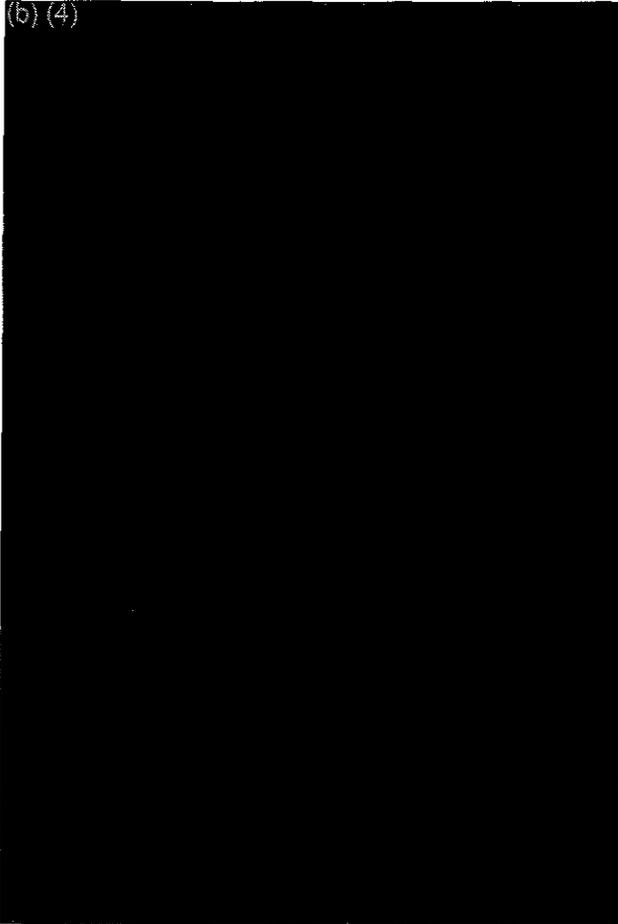
Proposal Highlights

Customer Benefit

(b) (4)

**The question facing DSCC is:**

Which offeror is best prepared to provide a complete, low-risk solution to DSCC's complex requirements, given the fact that putting air superiority at risk is not an option?



**A Basis for Partnership**

Consistent with a discussion of price in Volume I, the figure below shows that Team Michelin can balance performance, cost, and risk to serve DSCC. We look forward to fine-tuning these performance elements to best suit your needs.

Successful military campaigns depend on responsive and timely logistics support. DSCC's ability to meet its commitments could be the difference between winning and losing. We understand what is at stake. Put the responsibility for supporting DSCC's commitments in the hands of the most experienced and qualified team – Team Michelin. We welcome the opportunity to serve.



Figure ES-2. Value tailoring provides a cornerstone for long-term partnerships.

**Introduction to Volume II – [D.9]**

**Part 1A – Management Approach** – This brief introduction provides an overview of Team Michelin's complete solution to the Defense Logistics Agency's (DLA's) aircraft Tire Privatization Initiative (TPI). Section 1.A, Corporate Experience, begins on page 6.

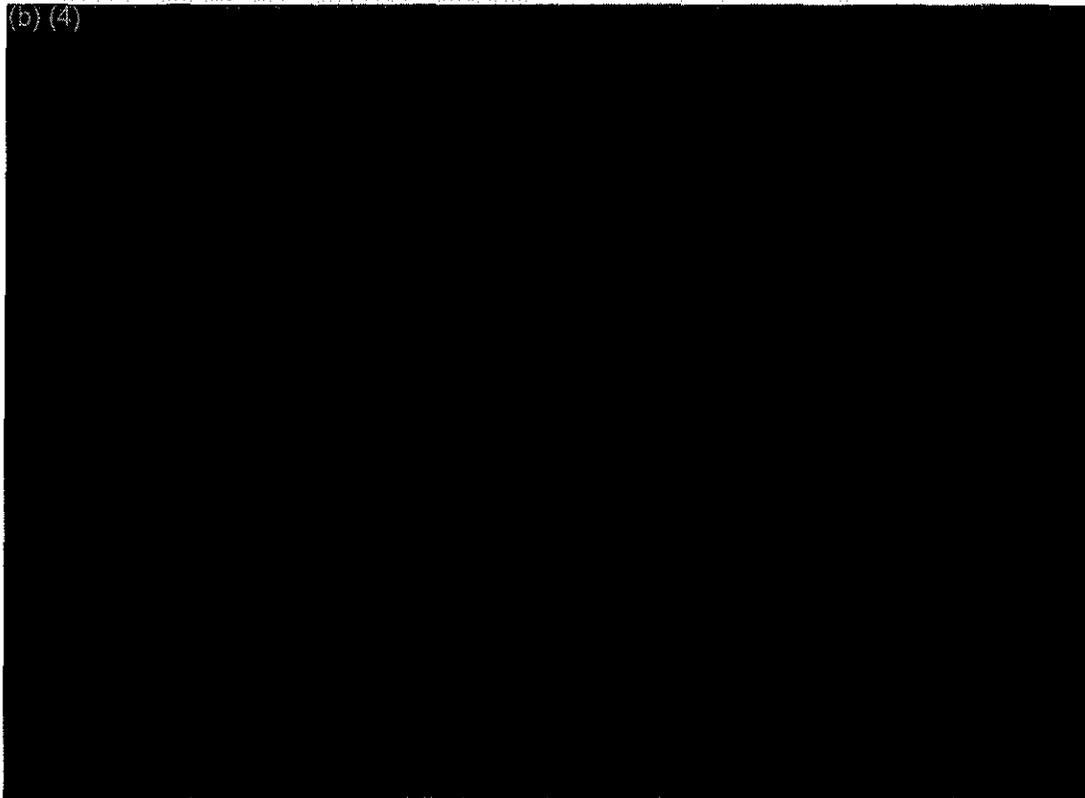
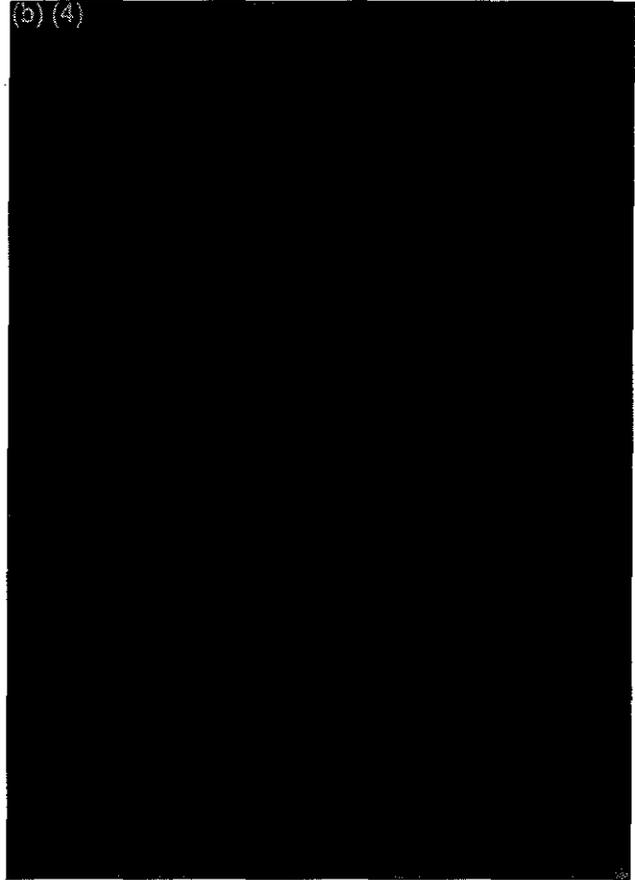
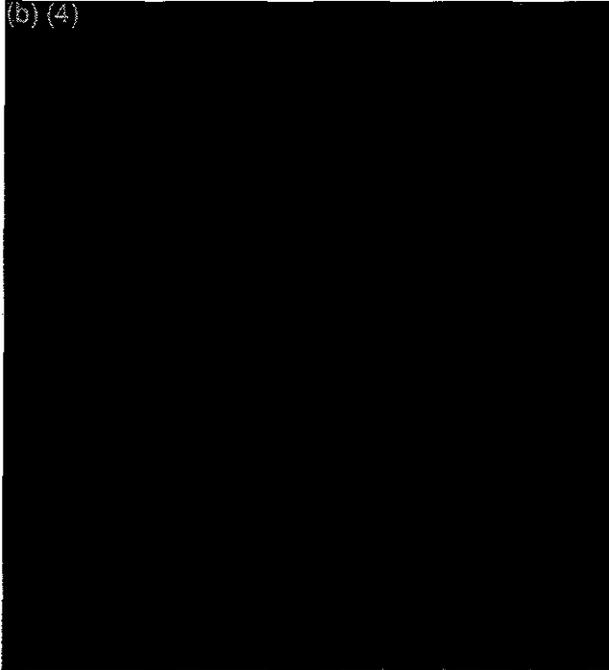


Figure Intro-1. Team Michelin concept of operations. The systems, people, and processes for most of these operations are already in place.

## 1.B Organizational Structure

### 1.B.1 Team Organization with Responsibilities [D.9 Part 1(b)(1)]

Team Michelin's core competencies essential to accomplishing the work scope of DLA's TPI. **Figure 1.B.1-1** illustrates the roles of each company that, taken together, qualify Team Michelin as the most experienced, lowest risk aircraft tire production and delivery organization.

Michelin's responsibilities are:

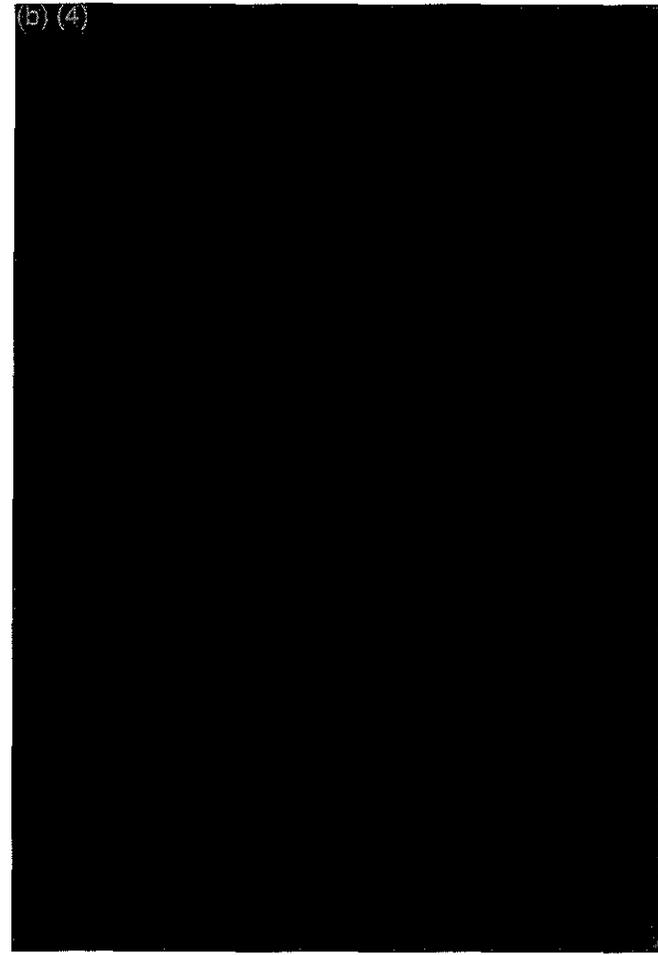
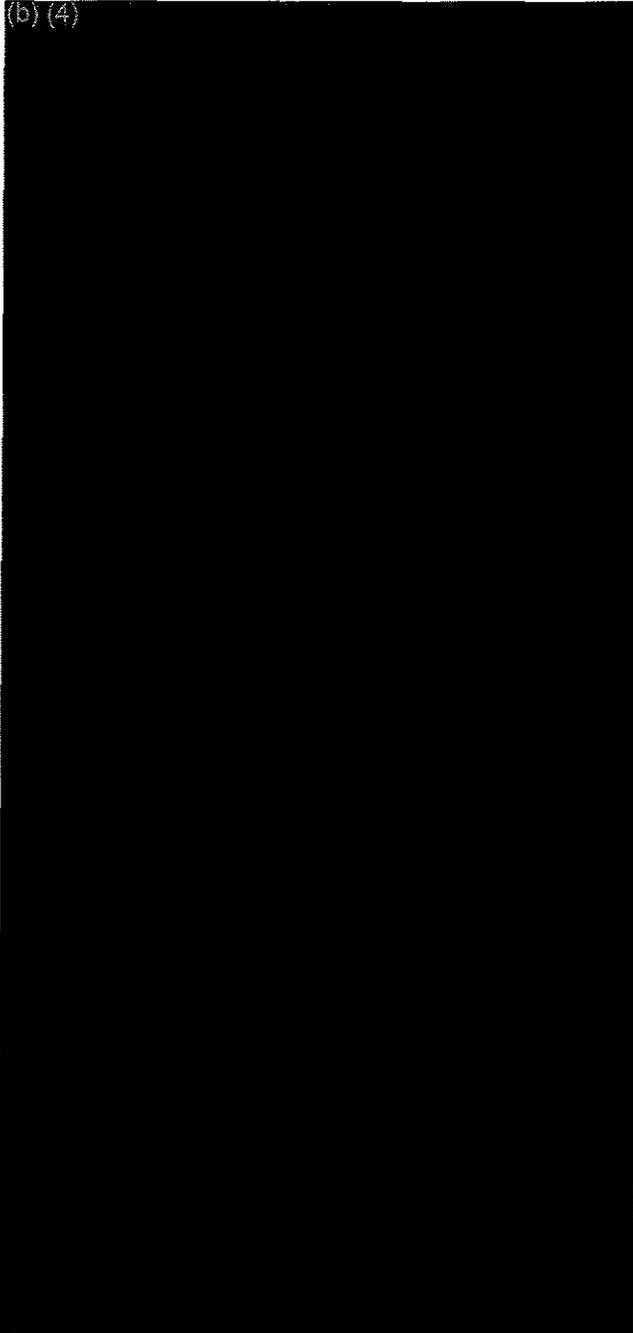
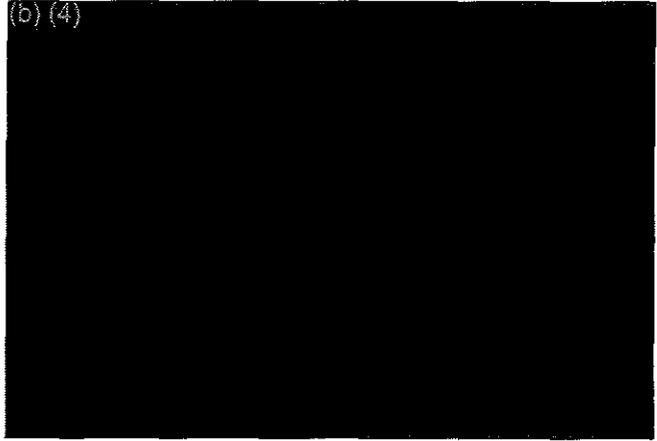
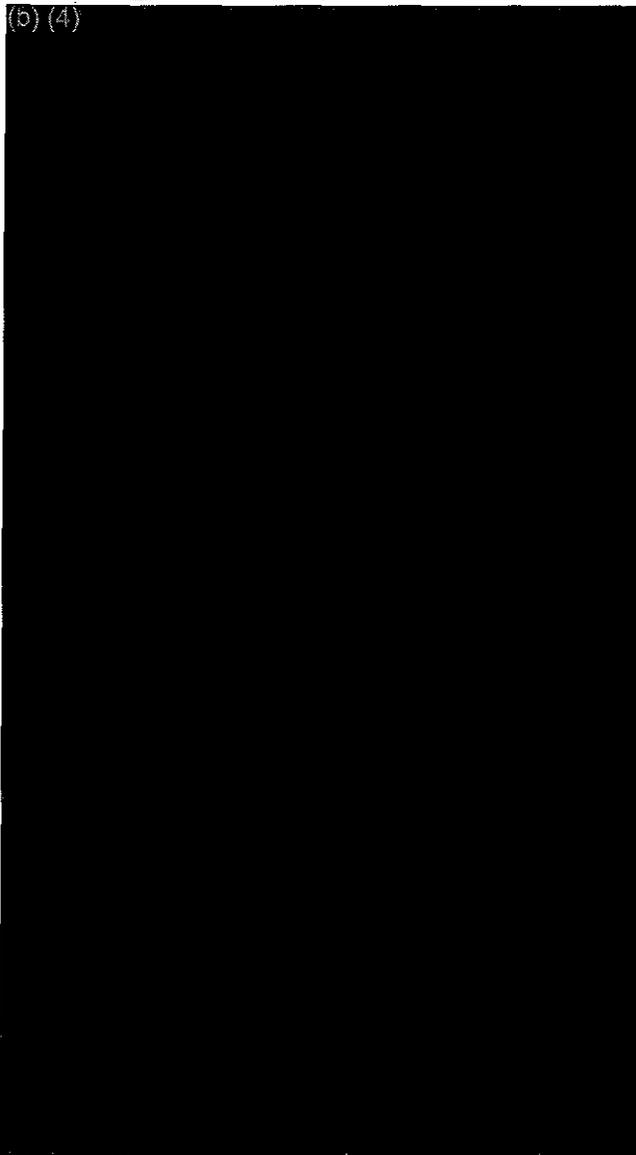


Figure 1.B.1-1. Team Michelin is composed of proven companies with demonstrated experience in performance areas critical to DLA TPI performance.



**1.B.2 Key Personnel with Responsibilities  
[D.9 Part 1(b)(2) and (3)]**

Figure 1.B.2-1 illustrates the lines of authority and communication that define the team. Key personnel are identified with photographs.

The positions, names, responsibilities and qualifications of key personnel essential to successful management and oversight are provided below. (b) (4)

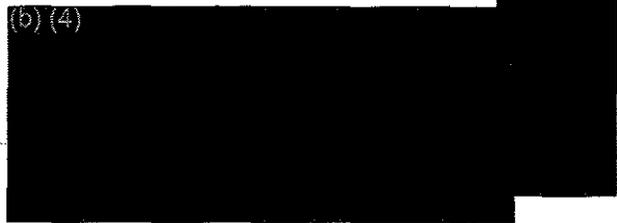


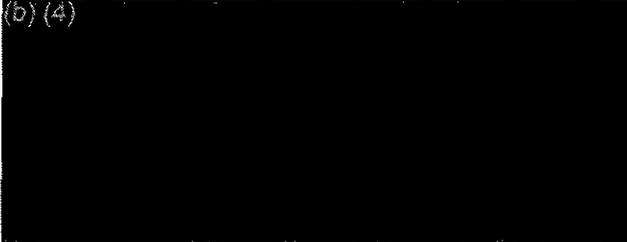
Figure 1.B.1-2. Team Michelin's Lifetime Support Command Center (LCSS) currently supports two aircraft tire PBLs.

**1.B.3 Management Approach Methods [D.9  
Part 1(b)(4)]**

**1.B.3.1 Monitoring Performance & Adjusting  
to Demand [D.9 Part 1(b)(4) bullet 1]**

Our supply chain system provides Team Michelin the ability to collect and analyze performance metrics at key points in the supply chain. The results are used to ensure that we are meeting LRTs.

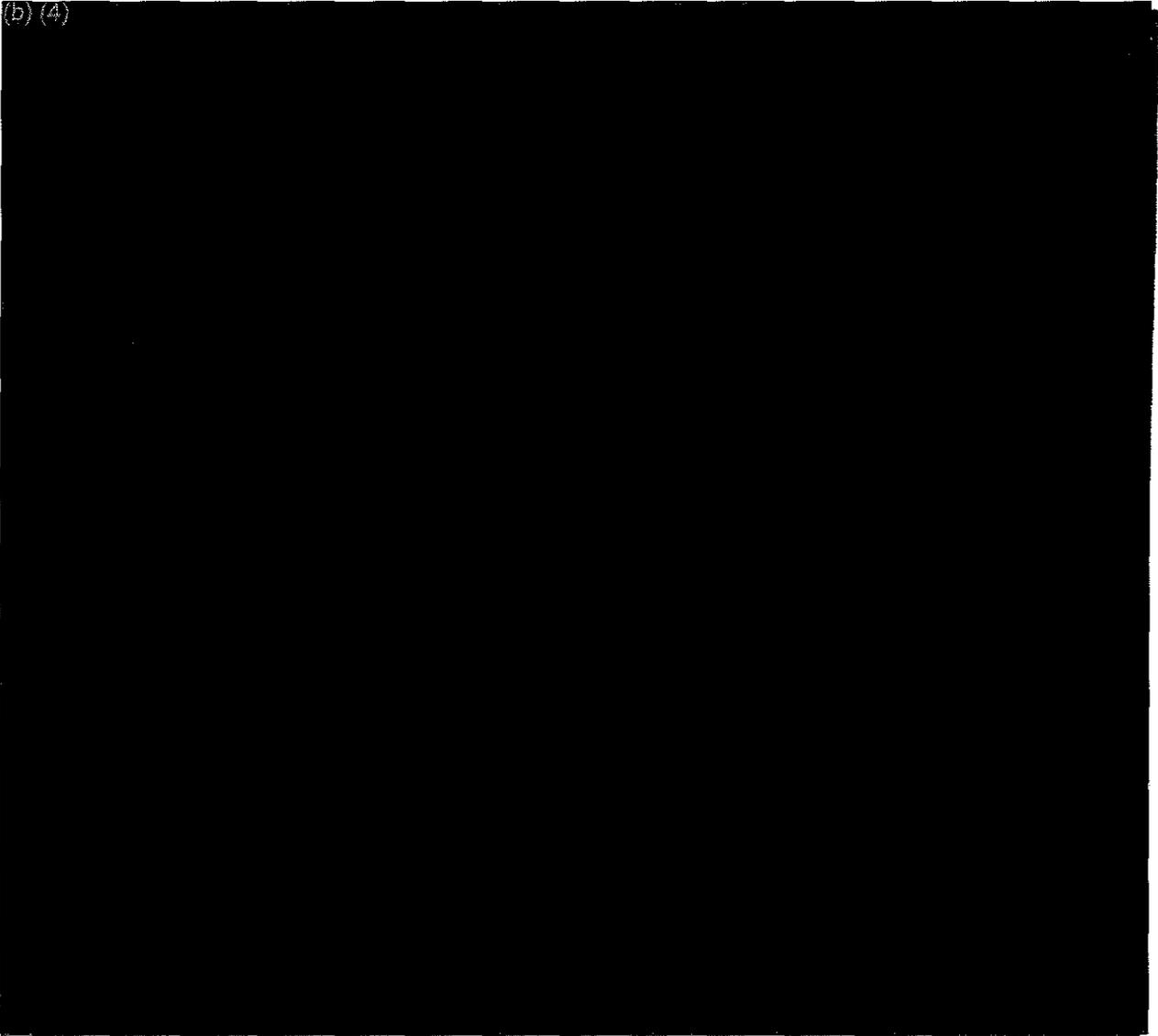
(b) (4)

A large black rectangular redaction box covering the lower portion of the text in the first column.

(b) (4)

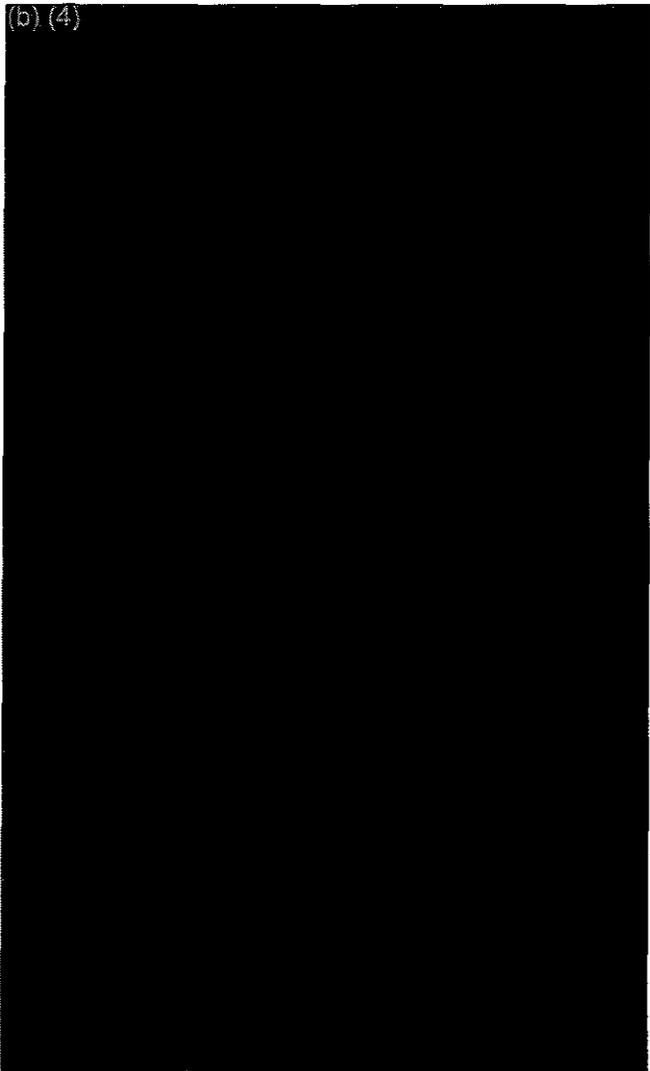
A large black rectangular redaction box covering the entire right column of the page.

(b) (4)

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105-127\_rev01

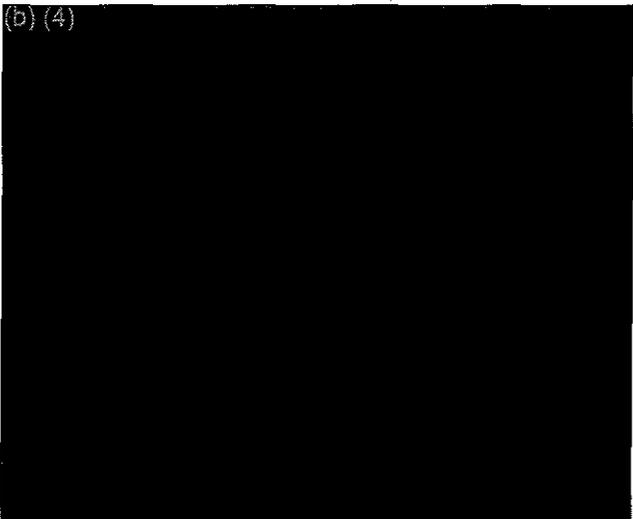
Table 1.B.3-1. Our SCM+™ COTS software suite monitors inventory and demand forecasting on a real-time basis.



military tires, supporting all branches of the US military and foreign militaries around the globe. (b) (4)



All new and retread military tires meet OEM and US military specifications before they appear on the Qualified Products List (QPL). Inclusion on the QPL is approved or denied by the appropriate military Engineering Source Authority (ESA). The ESA may also disqualify an already approved tire for non-conformance reasons. Michelin updates and posts the most current version of the QPL on the TIRE website. Michelin sources and manufactures only tires with a Qualification Test Report (QTR) listed on the QPL.



**1.B.3.2 Manufacturing/Retreading Approved Tires & Partnering [D.9 Part 1(b)(4) bullet 2]**

Michelin Aircraft Tire Co. has long been a source of

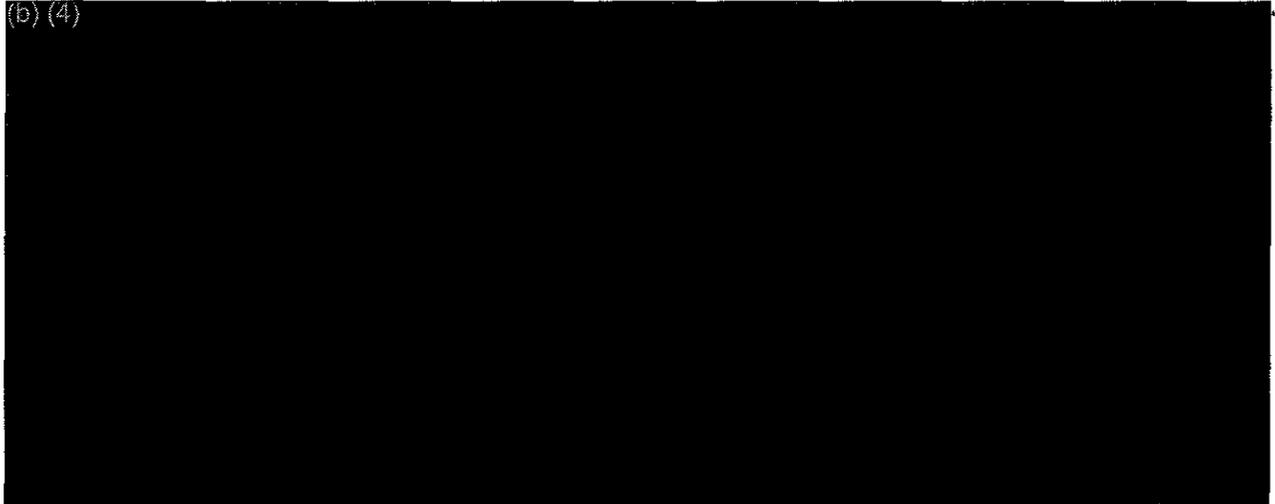


Figure 1.B.3-1. Digital Dashboard provides real time visual alerts to Command Center personnel.

(b) (4)



(b) (4)

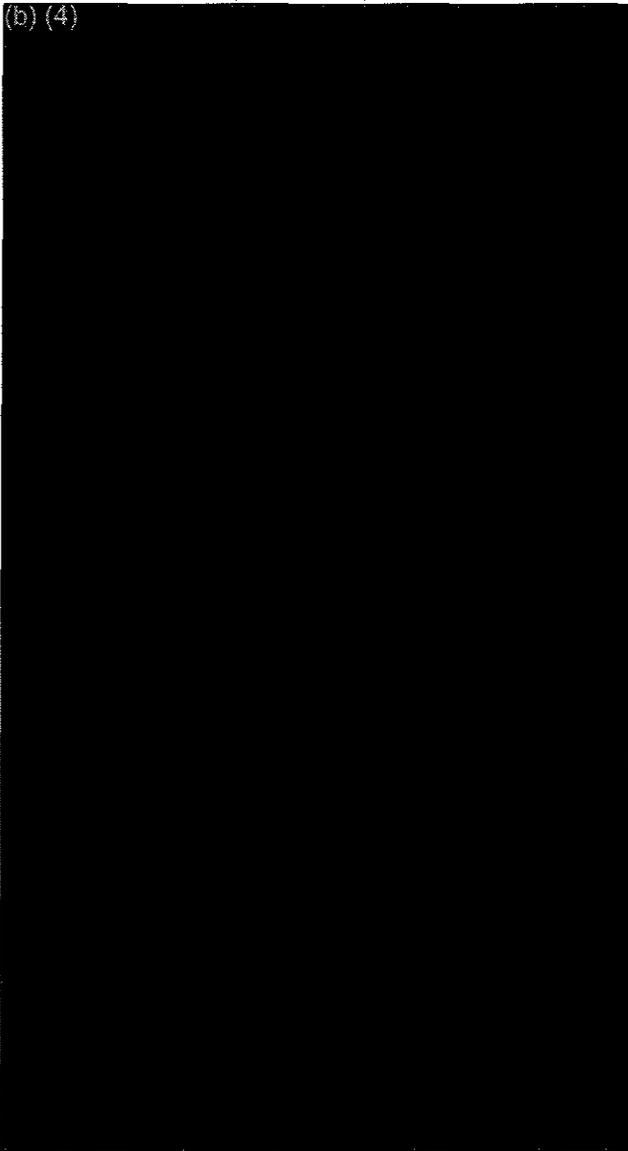


**1.B.3.3 Warehouse Operations & Rationale  
[D.9 Part 1(b)(4) bullet 3]**

In preparing our offer, we modeled several supply chain configurations for DSCC's aircraft tire TPI to arrive at optimized solutions that meet LRT metrics for CONUS and OCONUS destinations. The results and rationale for our offered solution are presented below.

Figure 1.B.3.3-1. CONUS warehouse and manufacturing locations.

(b) (4)



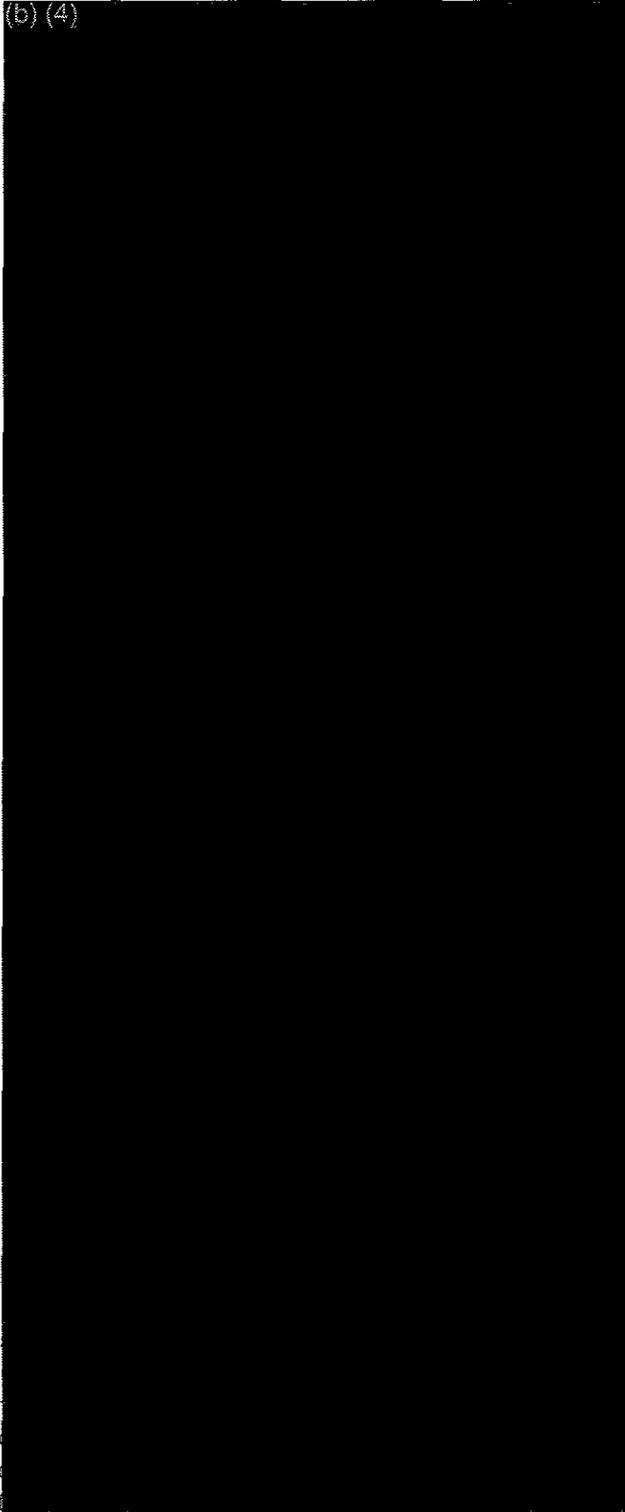
(b) (4)



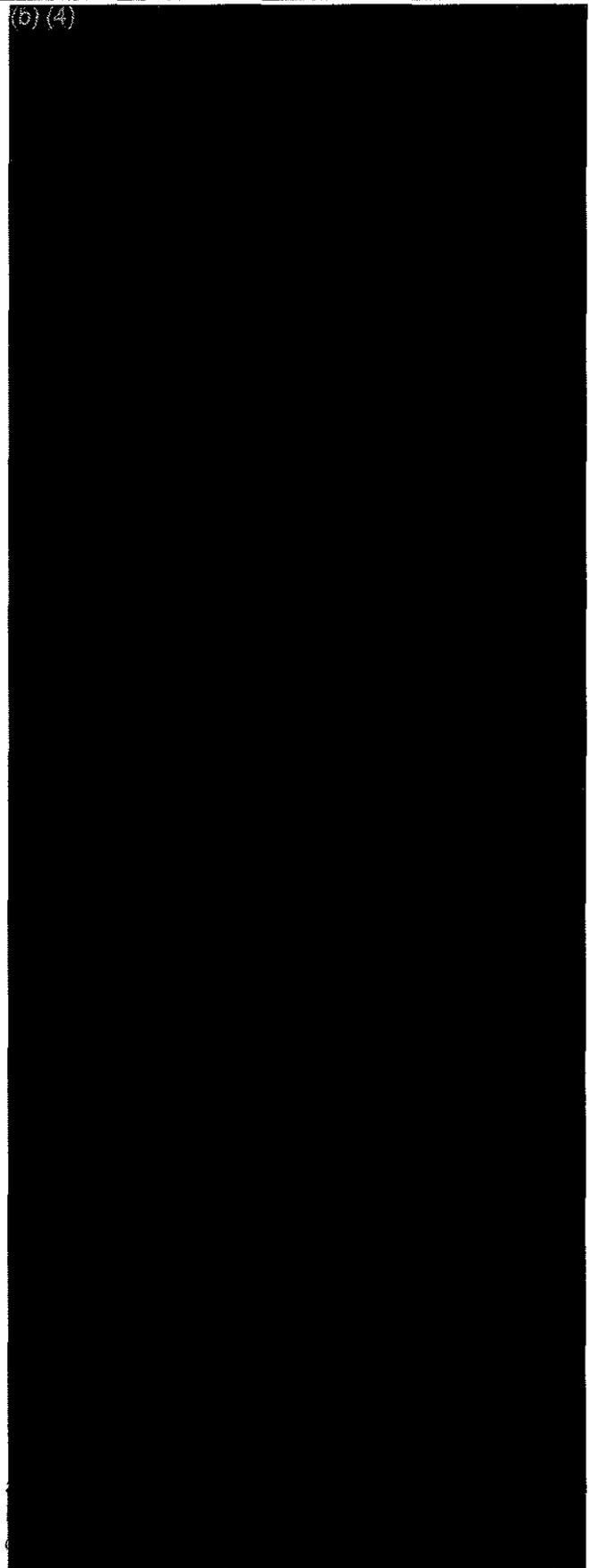
**2.A – Phase I – Transition [D.9 Part 2(a)]**

Team Michelin understands DLA's mandate to achieve cost savings and its charter to divest the US Government of a broad array of responsibilities. A discussion in the introduction to this proposal summarizes our approach to each responsibility.

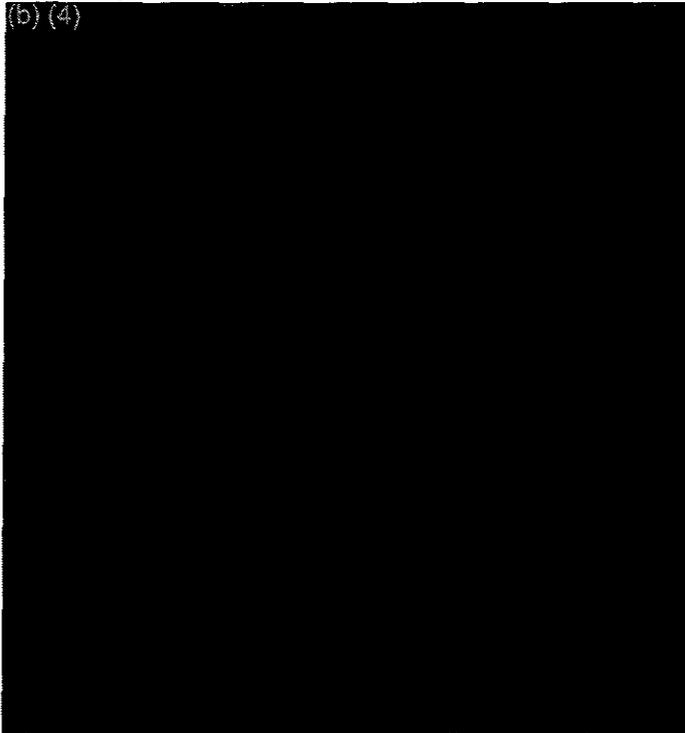
(b) (4)



(b) (4)



(b) (4)



#### 2.A.4 Government Actions Required for Transition [D.9 Part 2(a)(4)]

Table 2.A-2 lists the actions required of the Government during transition. WBS numbers refer to the left-most column of Figure 2.A.1-1 (fold-out transition schedule).

(b) (4)

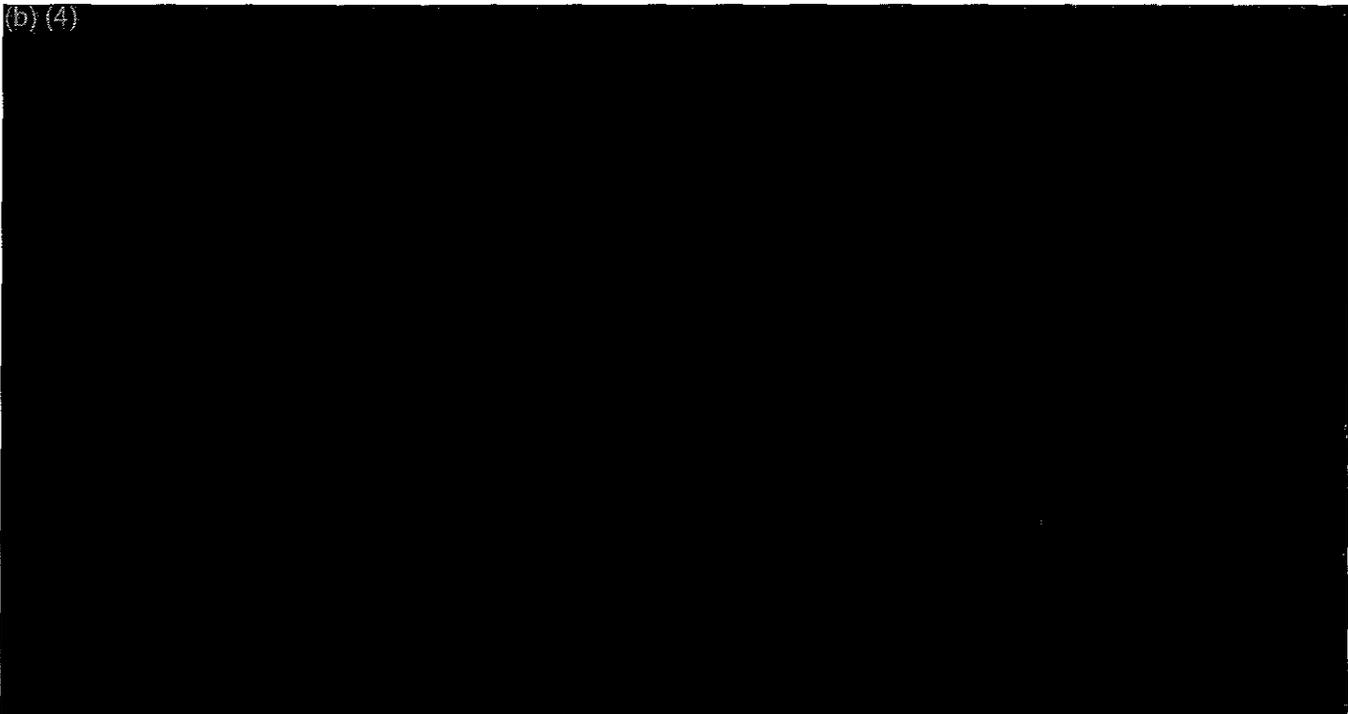


Table 2.A-2. Actions required of the Government during transition.

TYPE	N = New R = Retread	N = New R = Retread	N = New R = Retread	
CAGE CODE	1D6A4	04NP4	0A1K8	
NSN	BRIDGESTONE (RETREAD ONLY)	GOODYEAR	MICHELIN AIRCRAFT TIRE COMPANY	AIRCRAFT
2620-00-348-1264	(b) (4)			
2620-00-060-7013				
2620-00-070-0785				
2620-00-084-6037				
2620-00-110-6686				
2620-00-137-0262				
2620-00-142-5161				
2620-00-174-1748				
2620-00-174-1754				
2620-00-204-4820				
2620-00-269-7653				
2620-00-269-7687				
2620-00-269-7694				
2620-00-277-4818				
2620-00-406-2777				
2620-00-458-3548				
2620-00-466-0897				
2620-00-528-8875				
2620-00-528-9203				
2620-00-542-0127				
2620-00-542-1368				
2620-00-554-2459				
2620-00-555-2267				
2620-00-575-8886				
2620-00-576-8893				
2620-00-618-0430				
2620-00-702-2972				
2620-00-720-3729				
2620-00-726-0119				
2620-00-752-8651				
2620-00-779-1194				
2620-00-779-1213				
2620-00-800-1344				
2620-00-829-2230				
2620-00-834-6673				
2620-00-835-4179				
2620-00-871-7252				
2620-00-900-1191				
2620-00-902-7539				
2620-00-936-9416				
2620-00-938-5964				
2620-00-993-1278				
2620-01-019-0759				

Table 2.B.4-1. Manufacturing sources of supply (new and retread) for each tire type (Sheet 1 of 2)

Master Index Summarizing Past Performance References Offered by Michelin and Critical Subcontractors  
 (This page is unnumbered per Amendment 7)

Company	Contract Title	Reference Page	Contract Number	Name and Address of CO	Name and Address of ACO
Michelin	Navy Aircraft Line Supply Chain Management (PBI)	332	N008830000426	Susan Stein/NAVICF 700 Robins Ave Philadelphia, PA 19111 Phone: 215-697-6511	Kristen Michel DCMDE-Atlanta/DCA 10368 Wallace-Alley St. - Suite 16 Kingsport, TN 37663 Phone: 423-279-3713
	US Air Force	335	Multiple see reference	Janet Canale/AC9J Dept of the Air Force Directorate of Contracting Bldg 12157 OCAAC 6650 Gum Lane Hill AFB, UT 84056-5825 Phone: 801-777-6467	Kristen Michel DCMDE-Atlanta/DCA 10368 Wallace-Alley St. Suite 16 Kingsport, TN 37663 Phone: 423-279-3713
	(b) (4)				
(b) (4)	H-60	(b) (4)	N0038304D028N	(b) (4)	
(b) (4)	(b) (4)			(b) (4)	
(b) (4)	(b) (4)			(b) (4)	
(b) (4)	MTMC/SDDC 3PL Prototype	(b) (4)	DAMT01-01-D-0150	(b) (4)	(b) (4)
(b) (4)	Tailored Transportation Contract		DAMT01-02-R-0060		
(b) (4)	(b) (4)				

**MICHELIN, NAVY AIRCRAFT TIRE SUPPLY  
CHAIN MANAGEMENT PBL**

(b) (4)

(1) *Contract Number* N0038300D042G

(2) *Name and address of procuring officer/buyer*

Susan Stein, Navy Inventory Control (NAVICP)  
700 Robbins Ave  
Philadelphia, PA 19111  
Phone: 215.697.6511

(3) *Name and address of ACO*

Kristen Michell  
DCMDE-Atlanta; DLA  
10368 Wallace Alley St., Suite 15  
Kingsport, TN 37663  
Phone: 423.279.3713

(4) *Dollar value of the contract* \$261,373,307

(5) *Detailed description of work performed*

Michelin provides aircraft tire demand planning, production planning, and tire manufacture of new and retread aircraft tires for the US Navy aircraft; all accomplished within tight tolerances for on-time delivery. The primary metric for this contract is 95% on-time delivery (2 days CONUS, 4 days OCONUS).

(b) (4)

(b) (4)

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Table 3-1. Corporate DoD subcontracting performance.

(b) (4)

**MICHELIN, US AIR FORCE CONTRACTS**

(b) (4)

**(1) Contract Numbers**

Michelin produced tires for the US Air Force on the following 37 contracts over the last three years:

FA8203-04-C-0147	FA8203-05-C-0005
FA8203-04-C-0019	FA8203-05-C-0018
FA8203-04-C-0020	FA8203-05-C-0020
FA8203-04-C-0034	FA8203-05-C-0035
FA8203-04-C-0049	FA8203-05-C-0038
FA8203-04-C-0072	FA8203-05-C-0046
FA8203-04-C-0075	FA8203-05-C-0057
FA8203-04-C-0078	FA8203-05-C-0058
FA8203-04-C-0080	FA8203-05-C-0086
FA8203-04-C-0082	FA8203-05-C-0106
FA8203-04-C-0084	FA8203-05-C-0131
FA8203-04-C-0086	FA8203-05-D-0002
FA8203-04-C-0103	FA8203-05-M-0183
FA8203-04-C-0110	FA8203-06-C-0004
FA8203-04-C-0117	FA8203-06-C-0036
FA8203-04-C-0145	FA8203-06-C-0063
FA8203-04-M-0141	FA8203-06-C-0097
FA8203-04-M-0150	FA8203-06-C-0173
FA8203-05-C-0004	

**(2) Name and address of procuring officer/buyer**

Janet Carlisle / LGJL  
Department of the Air Force  
Directorate of Contracting  
Bldg. 1215 / OO-ALC  
6050 Gum Lane  
Hill AFB, UT 84056-5825  
Phone: 801.777.6467

**(3) Name and address of ACO**

Kristen Michell  
DCMDE-Atlanta DLA  
10368 Wallace Alley St., Suite 15  
Kingsport, TN 37663  
Phone: 423.279.3713

**(4) Dollar value of the contract \$31,546,948**

(b) (4)

**(10) Contract modifications**

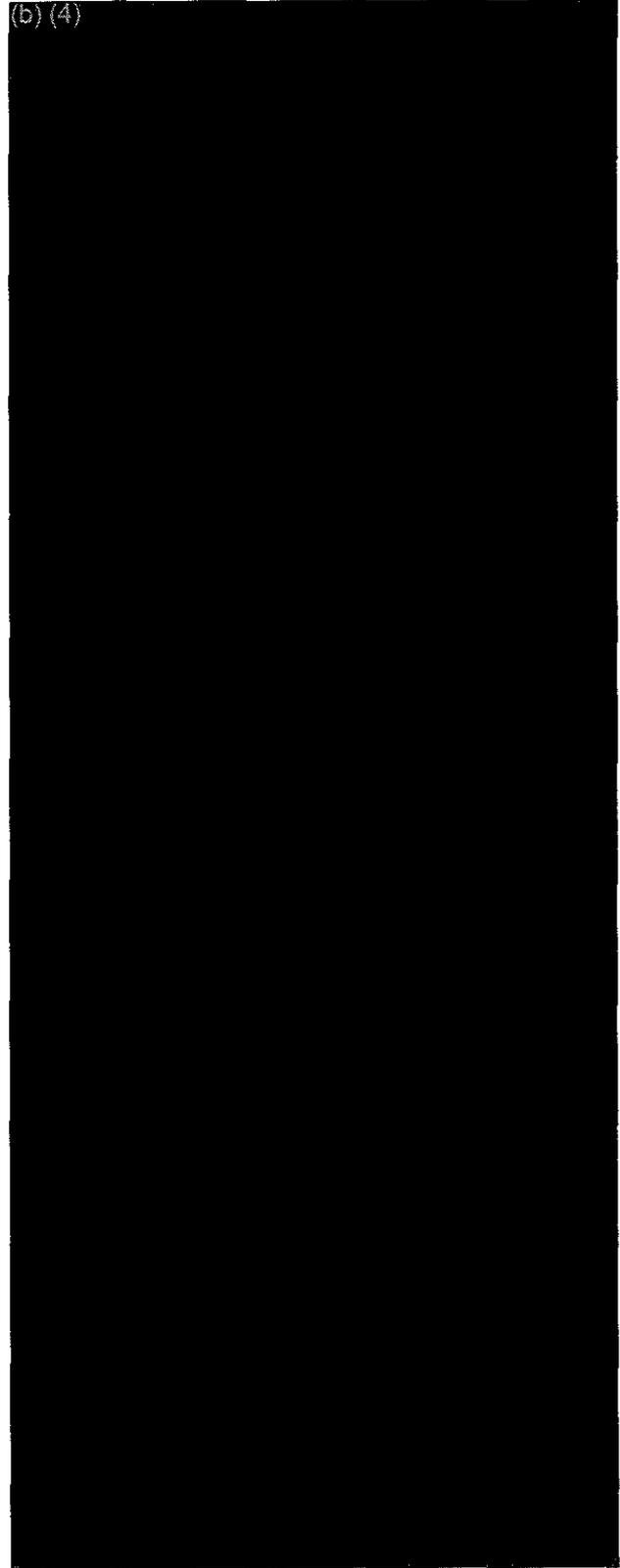
- ✓ One added procedures for transition of government inventory.
- ✓ One exercised a five-year contract option.

(b) (4)

(b) (4)



(b) (4)



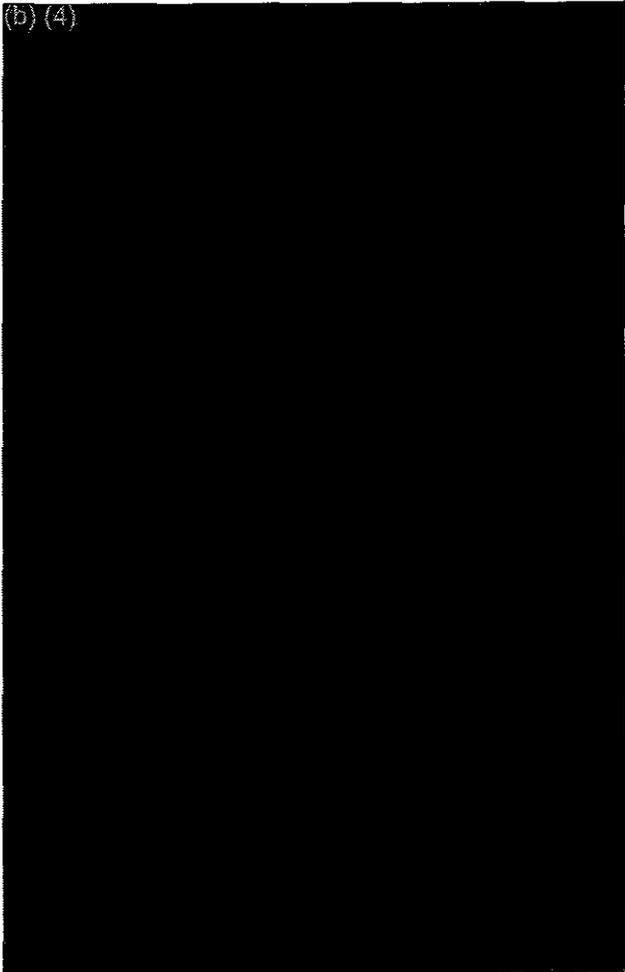
(6) *Subcontractor(s)/work performed* None

(7) *Adherence schedule*

Performance to Metrics, On-time delivery:

- ✓ 96.70% on-time last 6 months.
- ✓ 96.11% on-time last 12 months.
- ✓ 97.19% on-time last 24 months.

(b) (4)



**LOCKHEED MARTIN, H-60 TIP-TO-TAIL  
PBL CONTRACT**

*(1) Contract Number N0038304D028N*

*(2) Name and address of procuring officer/buyer*

Ms Kathryn Andrews  
700 Robbins Ave  
Philadelphia, PA 19111  
Phone: 215.697.3770

*(3) Name and address of ACO*

Meredit G. Conover  
DCMA Virginia  
10500 Battleview Parkway, Suite 200  
Manassas, VA 20109-2342  
Phone: 703.367.4981

*(4) Dollar value of the contract \$622,000,000*

*(5) Detailed description of work performed*

The US Navy H-60 Tip-To-Tail (T2T) PBL program is a logistics support program designed to provide better, faster, easier, and less expensive support for the H-60 weapons system. The contract is through Maritime Helicopter Support Company (MHSC), a Lockheed Martin and Sikorsky Joint Venture. The primary program objectives are to maximize supply requisition fill rate, reduce backorders, mitigate obsolescence, improve reliability, and ultimately enhance H-60 fleet readiness and reduce total ownership cost. Both Point of Repair and Point of Supply responsibilities are exercised for the 1,220 items under the contract.

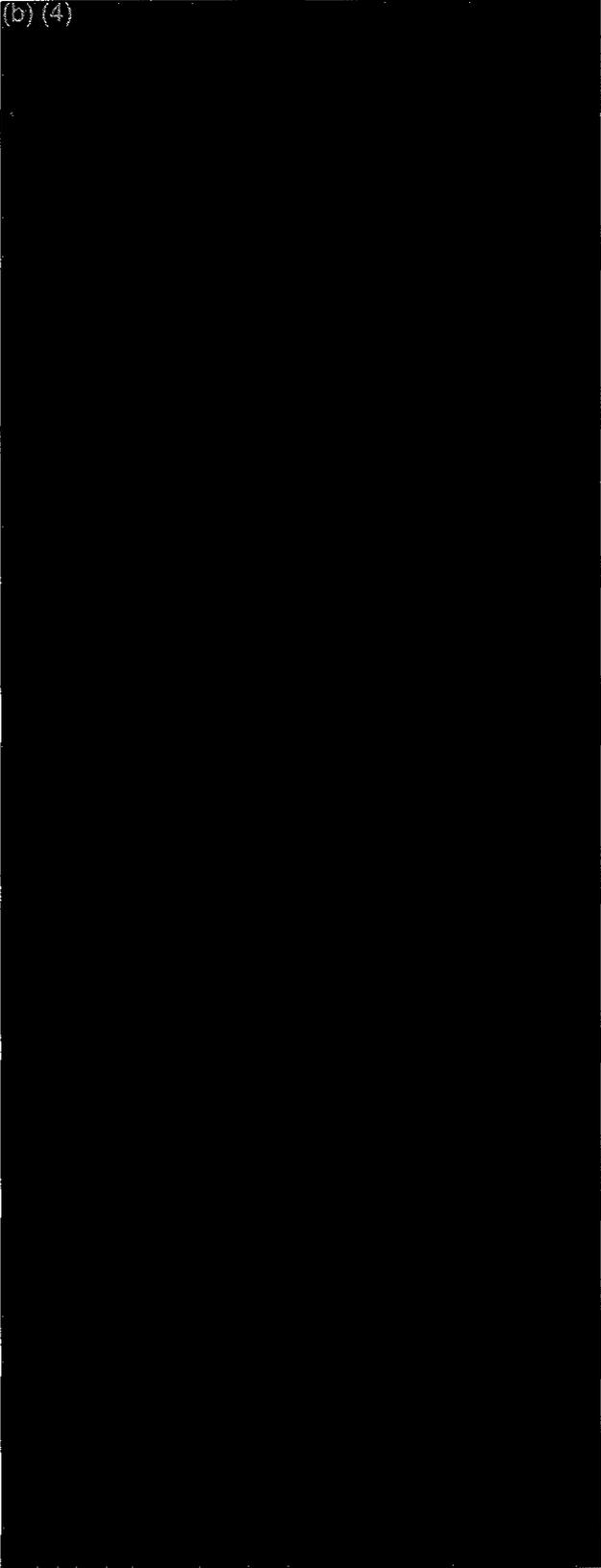
*(6) Subcontractor(s)/work performed*

- ✓ **Repairs and replenishment spares.** Raytheon Goleta, Raytheon McKinney, Smiths Aerospace, Telephonics, Kaman, BAE, Northrop Grumman, L3, Chelton, Ultra, TAVCO, ABS, DRS
- ✓ **Repairs:** NADEP North Island, NADEP Jacksonville, NADEP Cherry Point, NSW Crane, IN
- ✓ **Warehouse Management:** AAR

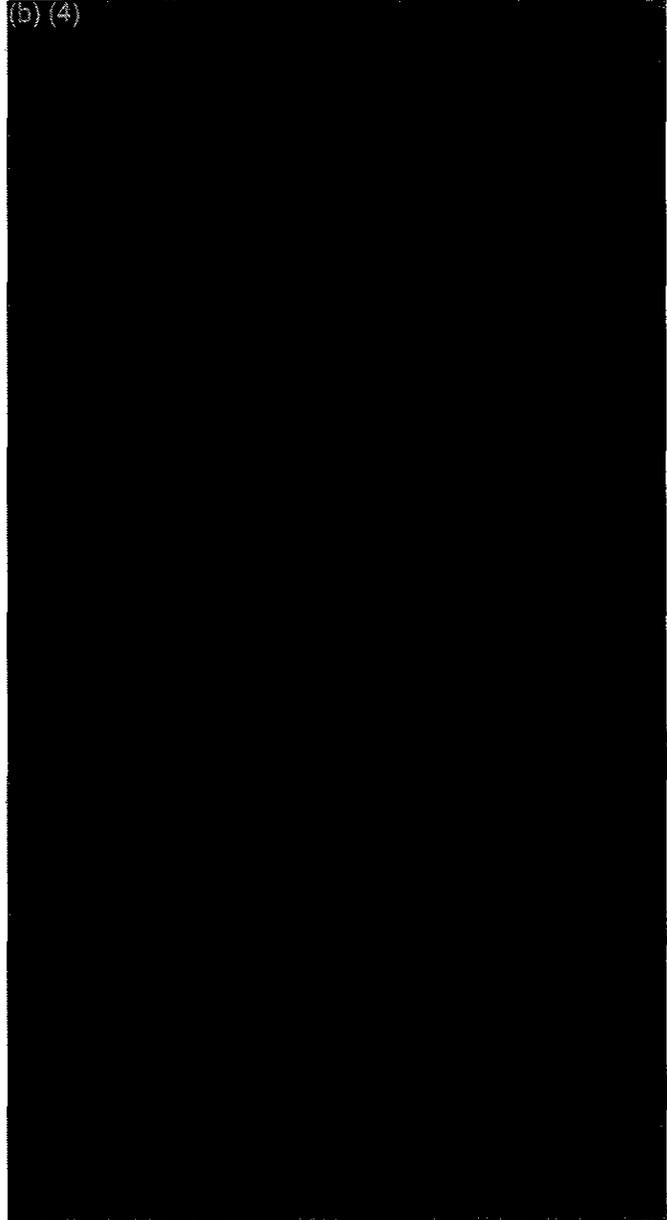
(b) (4)

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(b) (4)



**EER LIMITED'S DEFENSE SUPPLY CENTER  
COLUMBUS DISPOSAL CONTRACT**

*(1) Contract Number SP0710-05-C-0013*

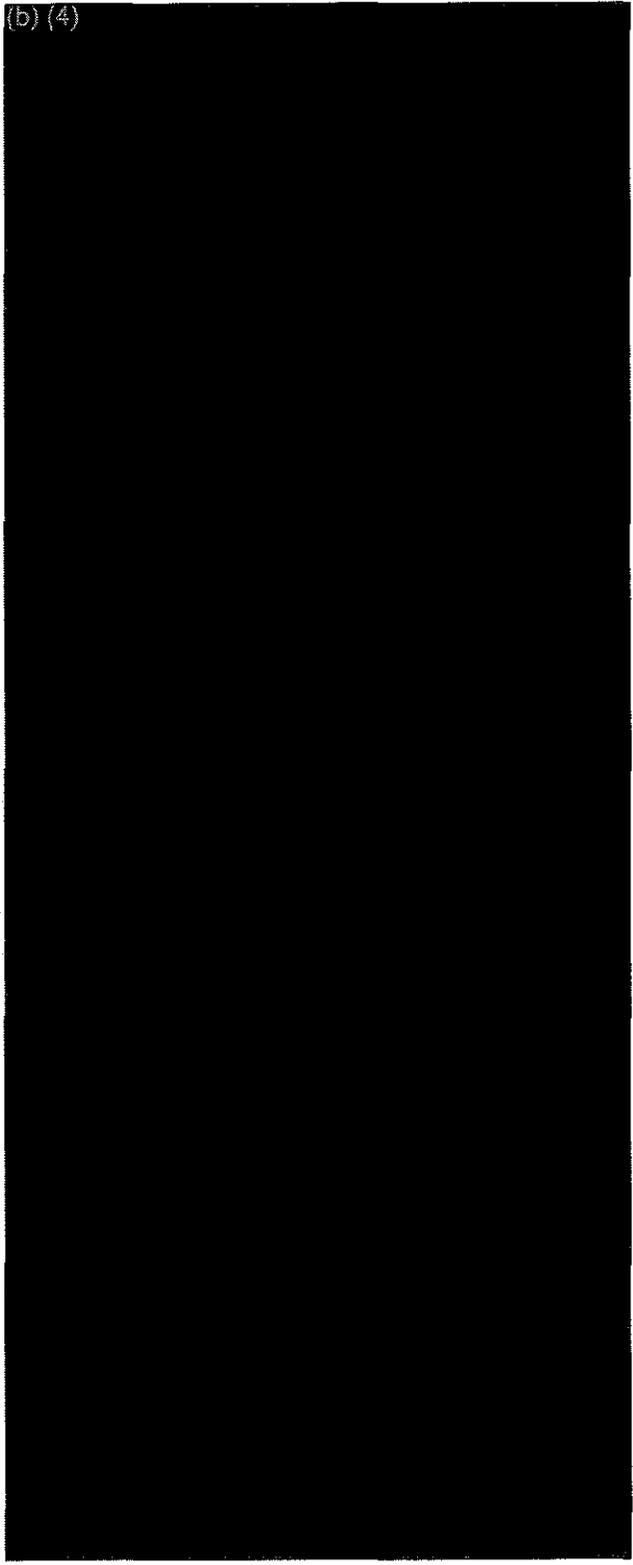
*(2) Name and address of procuring officer/buyer*

Linda Dodson  
DLA Enterprise Support  
DSCC Columbus  
PO Box 3990  
Columbus, OH 43218  
Phone: 814.692.3430

*(3) Name and address of ACO*

Sharon Bartlett  
Operations Monitor  
Forward Support Team Operations East c/o DRMO  
Portsmouth  
Portsmouth Naval Shipyard  
Portsmouth, NH 03801  
Phone: 207.438.4680

(b) (4)



*(4) Dollar value of the contract* \$1,363,440

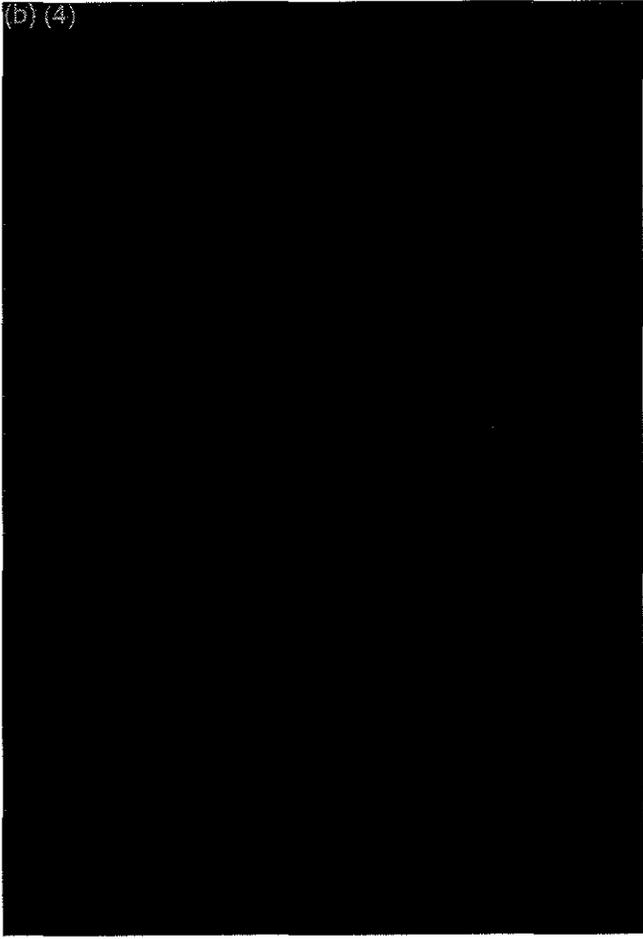
*(5) Detailed description of work performed*

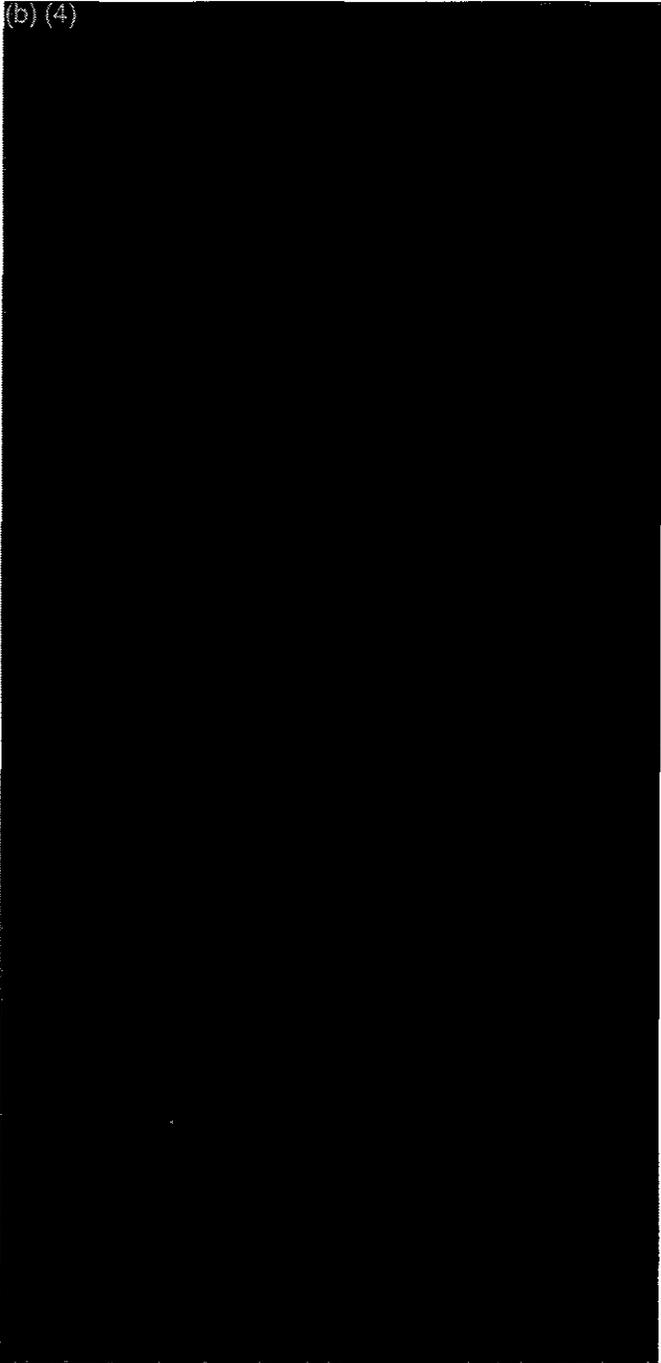
EER Limited collects, recycles, and disposes scrap tires issued by the Defense Supply Center Columbus on behalf of the Defense Logistics Agency. The contract includes 23 sites, handling more DLA regions for scrap tire removal and recycling than any other company in the USA. Since contract award EER has collected and recycled 34,756 tires.

*(6) Subcontractor(s)/work performed*

Not applicable

(b) (4)





(b) (4)

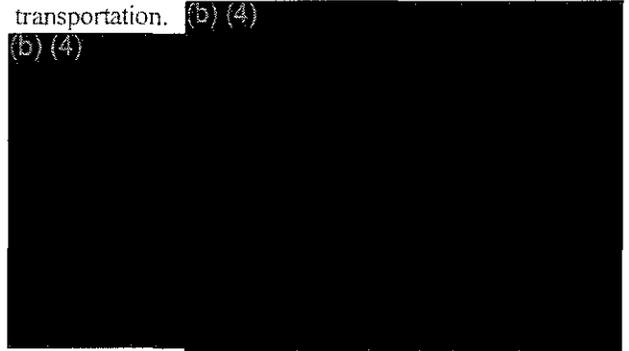
*(3) Name and address of ACO*

There is no ACO for this contract

*(4) Dollar value of the \$96,000,000 with all option years*

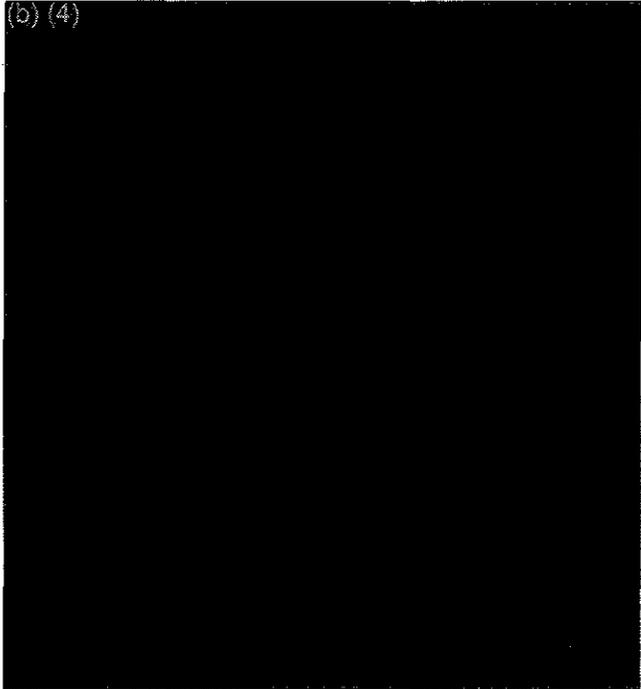
*(5) Detailed description of work performed*

This contract was a prototype contract to test new and unique concepts before deployment through DOD transportation. (b) (4)



(b) (4)

*(6) Subcontractor(s)/work performed None*



(b) (4)

**EGL MTMC/SDDC 3PL PROTOTYPE CONTRACT**

*(1) Contract Number DAMT01-01-D-0150*

*(2) Name and address of procuring officer/buyer*

Christina Dossman  
HQ SDDC/MTAQ  
703.428.3300

**EGL TAILORED TRANSPORTATION CONTRACT**

*(1) Contract Number DAMT01-02-R-0060*

*(2) Name and address of procuring officer/buyer*

Ray Jones  
HQ SDDCIMTAQ  
703.428.2034

*(3) Name and address of ACO*

There is no ACO for this contract

*(4) Dollar value of the \$68,000,000 with all option years*

*(5) Detailed description of work performed*

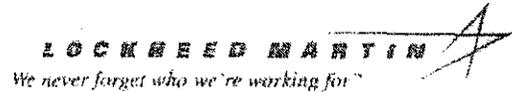
Eagle provided TL and LTL transportation for outbound freight throughout the continental United States (CONUS) for 18 Depots and numerous service locations. (b) (4)

(b) (4)

*(6) Subcontractor(s)/work performed* None.

(b) (4)

(b) (4)



Defense Supply Center, Columbus  
Attn: DSCC-DR, Bldg 43  
P.O. Box 3990  
Columbus, OH 43218-3990

September 7, 2006

Dear Sir or Madam,

The Michelin/Lockheed Martin team is pleased to submit our proposal for the Defense Logistics Agency's (DLA) Tire Privatization Initiative. Our partnership offers the infrastructure, vision, and flexibility to match DoD's Logistics Transformation Strategy. Our team has the proven processes, procedures, skills and highly qualified people in place to focus on your customers, so we can better collaborate and support them.

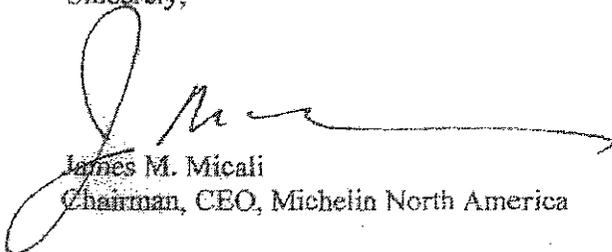
As highlighted in our proposal, Team Michelin is DLA's best solution for providing tires to support the aircraft portion of the Tire Privatization Initiative. Our corporate tagline: "Michelin. A Better Way Forward" not only expresses our mission of advancing mobility, it also provides a great description of how we conduct our business. Today, Michelin has a supply chain management contract with the U.S. Navy delivering 100 percent of the Navy's aircraft tires anywhere in the world in four days or less. With this proposal, we will provide a global solution for Army and Air Force aircraft tires as well.

Lockheed Martin partners with every branch of the U.S. military to design, produce, and support aircraft and other systems throughout their respective life cycles. Given the nature of joint military doctrine, Lockheed Martin is keeping pace with military customers' demands for agile, adaptive supply chain solutions. When our military forces deploy, Lockheed Martin deploys with them. To meet our customer demand, Lockheed Martin invests substantial human and fiscal capital to adapt business processes in concert with the premises of DoD's Focused Logistics Roadmap. We are ready, willing, and able to meet the challenges posed by an adaptive supply chain with global reach.

Together, our partnership includes talented people working with specialized tools, and a commitment to ensure that the right tire gets to the right place at the right time, with value.

We thank you for this opportunity and look forward to working with you, as your strategic suppliers.

Sincerely,

  
James M. Micali  
Chairman, CEO, Michelin North America

  
Fred P. Mopsally  
President, Lockheed Martin MS2

# Aircraft Tire Privatization Initiative Proposal

Volume III

## Subcontracting, Socioeconomic Programs, and Javits-Wagner- O'Day (JWOD) Act Entity Utilization Proposal

7 September 2006

**Solicitation Number: SP0700-06-R-7023**

**Prepared by:**

Michelin Aircraft Tires Company, LLC  
One Parkway South  
Greenville, SC 29615  
864.458.5000

**Prepared for:**

Defense Supply Center – Columbus  
ATTN: DSCC-DR, Bldg 43  
PO Box 3990  
Columbus, OH 43218-3990  
614.692.1406

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This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of, or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on all sheets.

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## Executive Summary

Michelin Aircraft Tire Company, LLC (MATC) is the offeror accountable for Team Michelin's small business utilization performance under the aircraft Tire Privatization Initiative (TPI).

(b) (4)

(b) (4)