

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

1. REQUISITION NUMBER
PAGE 1 OF 49

5. SOLICITATION NUMBER
SP0700-06-R-7022

8. SOLICITATION ISSUE DATE
30 June 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

9. ISSUED BY
CODE S9C700

DEFENSE SUPPLY CENTER, COLUMBUS
ATTN: DSCC-DR
PO BOX 3990
COLUMBUS, OH 43218-3990

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS: 326211
SIZE STANDARD: 1,000

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

15. DELIVER TO
CODE
SEE TECHNICAL EXHIBIT, ATTACHMENT 2

16. ADMINISTERED BY
CODE S9C710
DEFENSE SUPPLY CENTER, COLUMBUS
P.O. BOX 3990
COLUMBUS, OHIO 43218-9031

17a. CONTRACTOR/OFFEROR
CODE 12195 FACILITY CODE
MICHELIN NORTH AMERICA
P.O. BOX 19001
GREENVILLE, SC 29602-9001

TELEPHONE NO. 864-458-5979

18a. PAYMENT WILL BE MADE BY
CODE SL4701
DFAS BVDP
P.O. BOX 369031
COLUMBUS, OHIO 43236-9031

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 EXCELL SPREADSHEET FOR THE SCHEDULE OF SUPPLIES. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA
Fund cite will be issued with eah delivery order

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
EST. \$ 1,661,426,262.00

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 11/22/2006 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

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)
LUC M. MINGUET
CHIEF OPERATING OFFICER

30c. DATE SIGNED
11/13/06

31b. NAME OF CONTRACTING OFFICER (Type or print)
Mark A. Stanley, Contracting Officer

31c. DATE SIGNED
11/25/07

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Offer is due no later than 2:00pm local time on the date specified in Block 6. 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 envelope with the solicitation number, date and time set forth for receipt of offers as indicated in Block 9 of the SF1449</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 http://</p> <p>REMITTANCE ADDRESS:</p> <p>MICHELIN NORTH AMERICA P.O. BOX 100860 ALTANTA, 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 <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
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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 Armor/Tactical Vehicles, vehicles, and equipment end-items application. In general, the solicitation/contract requires a complete supply chain management solution for the supply, storage and distribution of all DLA managed land based vehicles requiring use of a tire 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: Luc M. Minguet

Position: Chief Operating Officer, Michelin Americas Truck Tires

Phone Number: 864-458-4600

Fax Number: 864-458-4300

E-Mail Address: luc.minguet@us.michelin.com

NAME OF OFFEROR OR CONTRACTOR

MICHELIN NORTH AMERICA, INC. CAGE: 12195

CONTRACT NO SPM7L10-07-D-7002

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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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.

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(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 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. Modification would be 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.

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NO Scrap Removal

BASE PERIOD (5 YEAR PERIOD)

<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 ¹	ONE TIRE	Unit Price in Exhibit 1	See Exhibit 1	\$ 645,870,828
0002	TIRE PRIVATIZATION SUPPORT (CONUS)	ONE TIRE	Unit Price in Exhibit 1	See Exhibit 1	\$ 75,280,720
0003	TIRE PRIVATIZATION SUPPORT (OCONUS)	ONE TIRE	Unit Price in Exhibit 1	See Exhibit 1	\$ 130,882,840
BASE PERIOD TOTAL					\$ 852,034,389

¹ See Exhibit 1 – Land Tire Price List

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NO Scrap Removal

OPTION PERIOD (5 YEAR PERIOD)

<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	ONE TIRE	Price established IAW DSCC 52.216-9C41	See Exhibit 1	\$ 619,253,680
5002	TIRE PRIVATIZATION SUPPORT (CONUS)	ONE TIRE	Price established IAW DSCC 52.216-9C41	See Exhibit 1	\$ 75,900,617
5003	TIRE PRIVATIZATION SUPPORT (OCONUS)	ONE TIRE	Price established IAW DSCC 52.216-9C41	See Exhibit 1	\$ 114,237,576
OPTION PERIOD TOTAL					\$ 809,391,874
GRAND TOTAL					\$ 1,661,426,262

NAME OF OFFEROR OR CONTRACTOR
MICHELIN NORTH AMERICA, INC. CAGE: 12195 **CONTRACT NO SPM7L10-07-D-7002**

2. NOTES 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 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 – Land 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. Each Tire Privatization Support CLIN shall reflect only the costs associated with supply of tires to the identified geographical area.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

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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 armored vehicles, tactical vehicles, and equipment. The current list of armored vehicles, tactical vehicles, and equipment and the tires used thereby are identified Section I, Exhibits and Attachments, Platform and Associated Tires. The geographical scope of the logistics support is global with the current delivery locations 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 armored vehicles, tactical vehicles, and equipment 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 determine 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

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Supplier Management
Item Management
Management of the Inventory
Warehouse Management & Operation
Transportation Management
Packaging/Shipment Preparation
Transportation (CONUS & OCONUS)
U.S. & Foreign Customs Clearance
Obsolescence Management
Reverse Logistics of 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.

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P1 - 2.0 PHASE I ACTIVITIES

P1 - 2.1 The Contractor shall establish Electronic Data Interchange (EDI) capability in accordance with paragraph P2-12.0.

P1 - 2.2 The Contractor shall comply with the data reporting requirements in accordance with paragraph P2-12.0.

P1 - 2.3 Performance Review Boards (PRBs) will be held at 90 days and 180 days after contract 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
- Production issues
- Transportation Issues
- Sub-vendor/Industrial Base issues
- Depot Issues
- FMS issues (if applicable)
- Demand Data by NSN and Location
- 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:

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(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) 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 181 day after contract start date, the following events will occur:

(a) The Government will identify the remaining wholesale RFI tires located in Government warehouses that will be offered to the Contractor for purchase at a price established by Government.

(b) The Government and Contractor will agree to a shipment schedule per 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 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. 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

(c) 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.

(d) If the remaining tires are exhausted prior to the 271 day, the tire 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, 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 demand from military customers.

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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) Tires supplied under this contract as 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.

(b) Tires supplied under this contract listed in Section I, Exhibits and Attachments, Commercial Approved Tire List 1922 Procurement Description shall only be provided from a source listed on and in accordance with the requirements of ASTM-1922/CAT-L-1922.

(c) Tires supplied under this contract listed in Section I, Exhibits and Attachments, Commercial Approved Tire List 1923 Procurement Description shall only be provided from a source listed on and in accordance with the requirements of ASTM-1922/CAT-L-1923.

(d) Tires supplied under this contract listed in Section I, Exhibits and Attachments, Tire Specifications shall be manufactured in accordance with the applicable specification and procurement description.

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

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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 RFI tires returned by customers to the DLA depot system shall be declared excess, 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 - 2.6 The Contractor shall supply tires at a price equal to or less than currently being paid under this contract to any Wheel Assembly Contract designated by the Contracting Officer. The Contractor shall invoice the Wheel Assembly Contractor directly for tires supplied.

P2 - 2.7 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.

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. 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.

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.

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(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.

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 RESERVE

P2 - 5.0 WORKLOAD DEMAND

P2 - 5.1 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 start 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 be 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 - 6.0, 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.

P2 - 5.2 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

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(See P2 - 6.0, Table 4)

P2 - 6.0 LOGISTICS RESPONSE TIME (LTR)

The Logistics Response Time metric requires the Contractor to deliver on 100% of the delivery orders within specified timeframes. For each tire type, the Contractor shall adhere to the Acceptable Performance Level for the Logistics Response Time metrics as stated 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		
Acceptable Performance Level (APL)	CONUS Destination	OCONUS Destination
Percent Compliance with LRT	LRT (Calendar Days)	LRT (Calendar Days)
100%	2	5

1 Contracting Officer directed delivery orders (outside of EDI transaction sets)

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LOGISTICS RESPONSE TIME (LRT) METRIC
TABLE 3, SURGE DEMAND¹

		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

¹ 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 FORECASTED 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 such designation is removed by the Contracting Officer. Note: South West Asia

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destinations are current designated as requiring war/conflict support until otherwise notified by the Contracting Officer.

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 fill rate 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 NSN 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 Acceptable Performance Level 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

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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 - 7.0 RESERVE

P2 - 8.0 RELIABILITY MANAGEMENT

The Contractor shall seek to integrate 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. The Contractor will bear the responsibility and cost for these initiatives. An equitable adjustment to the price list under this contract may be allowed, if the Contractor can empirically support and quantify the life cycle value/benefit of the improved tire.

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.

P2 - 9.0 ESTABLISHING OR MAINTAINING APPROVED SOURCES.

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. 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 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

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per tire type are supplied by other approved sources, provided the cost of the alternate source is not excessive, 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.

When a NSN with more than one approved source is added to this contract in accordance with DLAD 52.216-9006 (AUG 2005) - ADDITION/DELETION OF ITEMS, the Contractor shall submit a request for change to the price list for the applicable tire type. The Contractor shall also:

- (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 comply with the industrial base requirements.

P2 - 10.0 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 - 10.1 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. The ESA for this contract is the U.S. Army

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Tank Automotive Research, Development and Engineering Center (TARDEC) located in Detroit Arsenal, Warren, MI.

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.

P2 - 10.2 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.

P2 - 10.3 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 - 10.4 MAINTAINING THE COOPERATIVE APPROVED TIRE LIST (CATL)

The most current CATL lists are the CATL 1922 & 1923, June 2005 listed under Section I, Exhibits and Attachments. The Contractor shall maintain and publish the list via internet. The Contractor is not responsible for conducting, establishing, reviewing, or approving any required test plans or result under the Cooperative Tire Qualification Program (CTQP). The CTQP shall no longer be administered by an independent third party, but is now a program in which the manufacturer seeking qualification of its tire shall develop of the test plan consistent with CTQP-Administrator's Approval and Requirements Manual listed under Section I, Exhibits and Attachments and submits to the ESA for approval. The ESA is responsible for approving the test plan, requiring changes to the test plan consistent with Administrator's Manual and the needs of military customer, and is responsible for approving or disapproving the results of the qualification testing of the tire. The manufacturer seeking qualification is responsible for all costs associated with the CTQP (any cost incurred by the Contractor in maintaining the CATL is not to be passed on to any potential manufacturer). All testing is to be conducted at an independent testing facility, the results of the test certified by that test facility, a copy of the test

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results sent directly to the ESA, and the final report submitted by the manufacturer seeking qualification must be approved by the ESA.

The Contractor shall facilitate the CTQP by:

(a) Notifying approved manufacturers 18 months prior to Qualification Expiration Date that it needs to initiate a re-qualification of its tire.

(b) Amending the CTQP Administrator's Manuals (See Section I, Exhibits and Attachments) consistent with the above requirements; submitting them to Contracting Officer for approval within 6 months of the contract start date; and, publishing the approved manuals via the internet within 15 days of being notified of their approval.

(c) Update and publish via the internet the CATL 1922 and 1923 lists within 10 days of being notified of a change to the list.

(d) Assisting sources in the develop of test plans

(e) Seeking addition sources interesting in being qualified

(f) Assisting with communication between the ESA and the manufacturer seeking qualification

The Contractor shall also provide an overview on the validity of the CTQP and provide recommendations on how it might be modified or replaced to provide a legitimate process/basis on ensuring the reliability, quality and/or durability of the tires being purchased.

Any Qualification Expiration Date with a calendar year of 2009 or earlier has been extended to the same date, but with an expiration year of 2010. The Contractor shall update and publish via the internet the CATL 1922 and 1923 list to reflect this change within 30 days of contract start date publish

P2 - 11.0 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 - 12.0 DATA REPORTING REQUIREMENTS

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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, 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 - 12.1 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
- 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.

P2 - 12.2 TIRES TRACKING

The Contractor shall provide via web-based technology real-time visibility of RFI 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 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:

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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 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 - 14.0 QUALITY ASSURANCE PROVISIONS

P2 - 14.1 QUALITY SYSTEM REQUIREMENT

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 - 14.2 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 - 14.3 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

P2 – 15.0 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.
- (i) For tires supplied under this contract: maintain a Tire Catalog, with guidance, instructions and points of contact, similar to the TACOM Tire Team Catalog listed under Section I, Exhibits and Attachments and market, provide to and make readily available to the DoD customers.

P2 – 16.0 OPERATING ENVIRONMENT

The data provided in the Attachments below that relate to tire demand projections and operating

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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	Tires Purchased as Approve Code and Part Numbers
Attachment 4	Tires Purchased Against a Cooperative Approved Tire List
Attachment 5	Cooperative Approved Tire List 1922 Procurement Description
Attachment 6	Cooperative Approved Tire List 1923 Procurement Description
Attachment 7	Tires Purchased Against a Tire Specification
Attachment 8	Wholesale Inventory – On-hand balances
Attachment 9	Wholesale Inventory Demands by Ship to Location
Attachment 10	Reserve
Attachment 11	On-Hand Inventory at Retail Activities
Attachment 12	Retail Site Allowances and Re-order Levels
Attachment 13	Shipping Instructions for Iraq and Afghanistan
Attachment 14	Past Twelve Months Demand Data at the Retail Activities
Attachment 15	Remaining Due-in Balances on Spare Procurements
Attachment 16	Supply Contracts Data for Prior Fiscal Years
Attachment 17	CTQP-AM-1922, Administrator's Approval and Requirements Manual
Attachment 18	CTQP-AM-1923, Administrator's Approval and Requirements Manual
Attachment 19	TACOM Tire Team Catalog
Attachment 20	Wholesale Inventory Demands (FY 2003-2005)
Attachment 21	Tire Inventories by Depot August 2006
Attachment 22	Receipt and Issue Data by Stocking Location (FY2005 – Sept 2006)
Attachment 23	Special Shipping Instructions

P2 - 17.0 CONTRACT EXIT PHASE INTEGRATED PRODUCT TEAM

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

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P3 - 1.0 INTRODUCTION

P3 - 1.1 Phase III encompasses those procedures and corresponding timeframes necessary to ensure the orderly and efficient transfer of performance 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.

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 is 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 DATA

P3 - 4.1 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

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at a minimum all historical data collected in accordance with P2-12.2. The Contracting Officer may request this data in a format suitable to the Government prior to the start of the exit phase.

P3 - 4.2 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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- (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 deliver to include the name of Government individual signing to acknowledge Government receipt)

Additional data that is to be provided includes:

- (f) On-hand Assets of RFI tires by manufacturer, NSN, serial number and location.
- (g) Daily and cumulative percent of demands by NSN filled by each manufacturer

P2 - 13.0 PACKAGING, WAREHOUSING AND TRANSPORTATION

P2 - 13.1 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 or damage which could prevent normal bead seating.

Marking for shipments: Each tire shall be labeled in accordance with MIL-STD-129P and MIL-DTL-4, with bar coding in accordance with ISO/IEC 16388 regardless of destination. In addition, for all shipments to overseas and domestic consignees, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the tires.

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

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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:

(a) Constructed from heat treated (ht to 56 degrees c for 30 minutes) material, and

(b) 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/IPP/En/default.jsp>.

P2 - 13.2 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 - 13.2.1 Storage Environment

While awaiting shipment, tires shall be stored or kept in an area that most closely fits the following attributes: clean, dry, dark, low humidity, moderate temperature, well ventilated, but with minimum air circulation. The storage shall avoid areas that are wet, oil, greasy, in sunlight; have electric motors or any ozone generating equipment. Tire may be stored horizontally, but only in such a manner as to preclude distortion or damage which could prevent normal bead seating. Any tire maintained in storage from the date of manufacture for greater than 5 years (60 months) will have exceeded its shelf life and shall be identified as NRFI. Tire exceeding the shelf-life will be disposed by the contractor at its expense.

P2 - 13.2.2 Issuance and Handling of Stored Tires

Only RFI tires with more than 6 months of shelf-life remaining shall be issued to fill a customer demand, unless authorized by Contracting Officer.

P2 - 13.3 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 Clause 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

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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 - 13.3.1 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.

P2 - 13.3.2 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 - 13.3.3 Shipments Into Hostile/Dangerous Territories

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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 - 13.3.1 and 13.3.2 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 - 13.3.4 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.dia.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, MILSTRIP 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 1st position of the Supplementary Address (SUPAD). The second and third positions of the MAPAC are rps 31 and 32 which are the 2nd and 3rd 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 3rd position of the SUPAD indicates the freight forwarder code.

For a "MARK-FOR" MAPAC, the entry in MILSTRIP record position 33 (3rd 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.

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

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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 – 13.3.5 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.dscc.dla.mil/library/provisions_clauses/dsccmaster/

Requests should be made by facsimile to 717-770-2701 or via email to delivery@dla.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

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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**

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<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)

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.

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 Firm 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.

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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.

(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:

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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.

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:

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(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)

(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

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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.

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.

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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 |

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- so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (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).
- (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)

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- _____ (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)).
- X (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).
- _____ (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

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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) 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,

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(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.

- | | | |
|---------------|--------------|--|
| <u> X </u> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). |
| <u> X </u> | 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637). |
| <u> </u> | 252.219-7004 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note) |
| <u> X </u> | 252.225-7001 | Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582) |
| <u> X </u> | 252.225-7012 | Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a) |
| <u> X </u> | 252.225-7014 | Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a) |
| <u> </u> | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a) |
| <u> </u> | 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) |
| <u> X </u> | 252.225-7021 | Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note) |
| <u> X </u> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779) |
| <u> X </u> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755) |
| <u> X </u> | 252.225-7036 | Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (X) Alternate I) (JAN |

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		2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<u> </u>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<u> X </u>	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).
<u> X </u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u> X </u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u> X </u>	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
<u> </u>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
<u> X </u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u> </u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<u> </u> Alternate I) (MAR 2000) (<u> </u> Alternate II) (MAR 2000) (<u> </u> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<u> </u>	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).
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).

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SECTION I - ATTACHMENTS**ATTACHMENTS:****Michelin Final Proposal 11-22-2006, incorporated by attachments below**

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

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MICHELIN NORTH AMERICA, INC. CAGE: 12195 CONTRACT NO SPM7L10-07-D-7002

SECTION I - ATTACHMENTS

EXHIBIT:

Michelin's Exhibit I, Vehicle Tire Price List: NSN Unit Price

ATTACHMENTS:

Michelin Final Proposal 11-22-2006, incorporated by attachments below:

- 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

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0700-06-R-7022	6. SOLICITATION ISSUE DATE 30 June 2006
7. FOR SOLICITATION INFORMATION CALL: Pauline E. Bradley-Buck		b. TELEPHONE NUMBER (No collect calls) (614) 692-1406		8. OFFER DUE DATE/ LOCAL TIME 18 August 2006

9. ISSUED BY DEFENSE SUPPLY CENTER, COLUMBUS ATTN: DSCC-DR PO BOX 3990 COLUMBUS, OH 43218-3990	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"/> 8(A)
--	---	---

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	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	16. ADMINISTERED BY
---	---------------------

17a. CONTRACTOR/OFFEROR TELEPHONE NO.	18a. PAYMENT WILL BE MADE BY
--	------------------------------

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 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 EXCELL 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)
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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 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	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print) LUC M. MINGUET CHIEF OPERATING OFFICER	30c. DATE SIGNED 9/5/06
31b. NAME OF CONTRACTING OFFICER (Type or print) Mark A. Stanley, Contracting Officer	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE July 11, 2006	4. REQUESTION/ORDER/CONTRACT NO.
ISSUED BY DISTRIBUTION SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 nd 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-7022
	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.

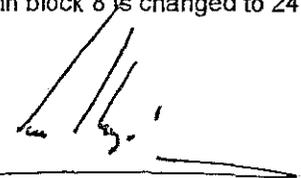
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN 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)

13. 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 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.

5A. NAME AND TITLE OF SIGNER (Type or print) LUC M. MINGUET CHIEF OPERATING OFFICER	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
5B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED 9/5/06	16C. DATE SIGNED

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE July 19, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. FISCAL YEAR (if applicable)
ISSUED BY DISENSE SUPPLY CENTER COLUMBUS	CODE SC0700	7. ADMINISTERED BY (if other than Item 6)	CODE
ATTN: DSCC-DR BLDG 43, 2 nd 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-7022
	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 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)

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

4. 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.

5A. NAME AND TITLE OF SIGNER (Type or print) LUC M. MINGUET CHIEF OPERATING OFFICER	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BY
5B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 9/5/06
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE July 24, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS	CODE SC0700	7. ADMINISTERED BY (if other than Item 6) CODE	
ATTN: DSCC-DR BLDG 43, 2 nd 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-7022
	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.**

(x)	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 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) LUC M. MINGUET CHIEF OPERATING OFFICER	15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 9/15/06	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BY (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE July 28, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 nd 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-7022
	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.

(x) 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) LUC M. MINGUET CHIEF OPERATING OFFICER	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/5/06
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE Aug 1, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 nd 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-7022
	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.

(x)	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) DAVID M. RINGUET CHIEF OPERATING OFFICER	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 9/5/06
	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED

NSN 7540-01-152-9070
83)

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PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE August 7, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS		CODE SC0700	7. ADMINISTERED BY (If other than Item 6)	
ATTN: DSCC-DR		BLDG 43, 2 nd 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-7022
	X	9B. DATED (SEE ITEM 11)
	X	July 10, 2006
		10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE	FACILITY CODE	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.**

(x)	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) LUC M. MINGUET CHIEF OPERATING OFFICER		16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/5/06	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE Aug 14, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2 ND 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)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7022
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) July 10, 2006
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. 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.

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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 EUGENIE MINGUET CHIEF OPERATING OFFICER	18a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED 9/5/06	16C. DATE SIGNED

2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE Aug 22, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2ND 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-7022
	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.

(x)	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 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 SIGNED (Type or print) LUC M. MINNEMEY CHIEF OPERATING OFFICER	18a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 9/15/06
	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED

2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE Aug 28, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-DR BLDG 43, 2ND 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-7022
	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.

(X)	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 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) LUC M. MINGUET CHIEF OPERATING OFFICER	15a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/5/06
	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
	18C. DATE SIGNED

2. AMENDMENT/MODIFICATION NO. 0010	3. EFFECTIVE DATE September 6, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS	CODE SC0700	7. ADMINISTERED BY (If other than Item 6) CODE	
ATTN: DSCG-DR BLDG 43, 2 nd FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Michelin North America PO Box 19001 Greenville, SC 29602-9001	(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7022
	X	9B. DATED (SEE ITEM 11) July 10, 2006
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE 12195	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 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.

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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 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.**

14. NAME AND TITLE OF SIGNER (Type or print) LUC M. MINGUET		16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15. CONTRACTOR/OFFEROR CHIEF OPERATING OFFICER <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED 11/13/06	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
		16C. DATE SIGNED	

2. AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE Oct 26, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS	CODE SC0700	7. ADMINISTERED BY (if other than Item 6) CODE	
ATTN: DSCC-DR BLDG 43, 2 nd FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Michelin North America PO Box 19001 Greenville, SC 29602-9001	(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7022
	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

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.

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.

4. 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.

the Government elects to accept the offer that does not include the costs associated with the **P2 – 5.0 USED/SCRAP TIRE ROGRAM**, 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.

14A. NAME AND TITLE OF SIGNER (Type or print) LUC M. MINGUET CHIEF OPERATING OFFICER	15C. DATE SIGNED 11/13/06	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE Nov 8, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS	CODE SC0700	7. ADMINISTERED BY (If other than Item 6)	
ATTN: DSCC-DR BLDG 43, 2 nd FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Michelin North America PO Box 19001 Greenville, SC 29602-9001	(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7022
	X	9B. DATED (SEE ITEM 11) July 10, 2006
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE 12195	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.

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

15. 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.

A. NAME AND TITLE OF SIGNER (Type or print) LUC M. MINGUET		15a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR/CHIEF OPERATING OFFICER	15C. DATE SIGNED 11/13/06	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

2. AMENDMENT/MODIFICATION NO. 0013	3. EFFECTIVE DATE Nov 9, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS	CODE SC0700	7. ADMINISTERED BY (If other than Item 6) CODE	
ATTN: DSCC-DR BLDG 43, 2 nd FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Michelin North America PO Box 19001 Greenville, SC 29602-9001	(x)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7022
	X	9B. DATED (SEE ITEM 11) July 10, 2006
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE 12195	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 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 6 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.**

X	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.

4. 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.

5A. NAME AND TITLE OF SIGNER (Type or print) LUC M. MINGUET CONTRACTOR/OFFEROR CHIEF OPERATING OFFICER <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 11/13/06	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED
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2. AMENDMENT/MODIFICATION NO. 0014	3. EFFECTIVE DATE Nov 16, 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS	CODE SC0700	7. ADMINISTERED BY (If other than Item 6) CODE	
ATTN: DSCC-DR BLDG 43, 2 nd FLOOR P.O. BOX 3990 COLUMBUS, OH 43218-3990			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Michelin North America PO Box 19001 Greenville, SC 29602-9001	(X)	9A. AMENDMENT OF SOLICITATION NO. SP0700-06-R-7022
	X	9B. DATED (SEE ITEM 11) July 10, 2006
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE 12195	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 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.

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

This amendment formally declares that discussions are now closed. 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.

1A. NAME AND TITLE OF SIGNER (Type or print) VICE PRESIDENT DE E MILITARY SALES	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
CONTRACTOR/OFFEROR <i>R B Murray</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/16/06
15B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
	(Signature of Contracting Officer)

Instructions

Volume	Section	Replace pages	With Replacement
1	ES	1-1	1-1, 1-2
	Tab 1 Introduction	1-1, 1-2	1-1, 1-2
	Tab 2 Basis	1-1	1-1, 1-2, 1-3
	Tab 3 Assumptions	1-1	1-1, 1-2
	Tab 4 Recommendations	1-1	1-1
	Tab 5 Subcontracting	1-1	1-1
	Tab 5 Subcontracting	na	Subcontract letters
	Tab 6 Price with scrap	Pricing Summary	Pricing Summary
	Tab 7 Price without scrap	Pricing Summary	Pricing Summary
	Tab 9 Sol & Amend signatures	Solicitation	Solicitation and Amendments 10 - 14
	Tab 11 Exhibit 1 scrap	Exhibit 1	Exhibit 1
	Tab 12 Exhibit 1 without scrap	Exhibit 1	Exhibit 1
2	ES	ES1 to ES 6	1 to 6
	Management Approach	1-1	1- 1
	Corporate Experience	1.A-1	1.A-1, 1.A-2
	1.B.3 Duties to 1.4.2 Warehousing OCONUS	1.B-3 to 1.B.6	1.B-3 to 1.B-14 (note: new table)
	2.A.3 Warehouse	2.1-4, 2.A-5	2.1-4, 2.A-5
	2.B.4 Manufacturing	2.B-13, 2.B-14	2.B-13, 2.B-14
	2.B.7 Supply	2.B-17 to 2.B-21	2.B-17 to 2.B-22

EXHIBIT 1

LAND TIRE PRICE LIST FOR BASE & OPTION PERIOD - YEARS 1 - 10
 SOLICITATION NUMBER SP0700-06-R-7022 No Scrap

ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	EXTENDED PRICE
0001	NSNs					
	2610-00-000-0182		2,898	2,753	5,651	
	2610-00-021-1961		641	609	1,250	
	2610-00-050-9560		3,876	3,682	7,558	
	2610-00-050-9730		7,690	7,306	14,996	
	2610-00-050-9840		24,097	22,892	46,989	
	2610-00-050-9870		1,796	1,706	3,502	
	2610-00-050-9880		18,017	17,116	35,133	
	2610-00-051-0060		13,367	12,698	26,065	
	2610-00-051-0210		1,045	993	2,038	
	2610-00-051-1270		10	10	20	
	2610-00-051-1580		147	140	287	
	2610-00-051-1730		62	59	121	
	2610-00-060-8873		0	0	0	
	2610-00-060-8887		5	5	10	
	2610-00-060-8905		52	50	102	
	2610-00-060-8906		228	217	445	
	2610-00-060-9959		480	456	936	
	2610-00-060-9960		46,500	44,175	90,675	
	2610-00-061-1123		124	117	241	
	2610-00-102-0968		1,420	1,349	2,769	
	2610-00-115-2564		5	5	10	
	2610-00-139-3701		105	99	204	
	2610-00-139-4597		1,995	1,895	3,890	
	2610-00-142-5135		3,244	3,082	6,326	
	2610-00-142-5160		4,693	4,458	9,151	
	2610-00-142-5389		1,534	1,458	2,992	
	2610-00-163-0416		114	108	222	
	2610-00-163-0418		1,449	1,376	2,825	
	2610-00-163-0419		385	366	751	
	2610-00-163-0420		16,100	15,295	31,395	
	2610-00-163-0429		508	483	991	
	2610-00-177-6878		603	573	1,176	
	2610-00-191-1023		789	749	1,538	
	2610-00-204-2545		888	844	1,732	
	2610-00-204-3939		299	284	583	
	2610-00-204-4016		722	686	1,408	
	2610-00-204-4026		551	523	1,074	

(b)(4)

(b)(4)

Exhibit 1

2610-00-204-4016
 2610-00-204-4026
 2610-00-204-4029
 2610-00-204-4033
 2610-00-204-4060
 2610-00-204-4091
 2610-00-227-0353
 2610-00-233-8611
 2610-00-237-3045
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 2610-00-262-8653
 2610-00-262-8663
 2610-00-262-8677
 2610-00-262-8769
 2610-00-262-8809
 2610-00-262-8817
 2610-00-269-7524
 2610-00-269-9501
 2610-00-269-9541
 2610-00-269-9561
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 2610-00-294-5344
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 2610-00-294-6398
 2610-00-294-9253
 2610-00-294-9311
 2610-00-294-9485
 2610-00-294-9488
 2610-00-294-9495
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 2610-00-350-9970
 2610-00-403-5538
 2610-00-455-7106
 2610-00-455-7138
 2610-00-455-7247
 2610-00-472-1404
 2610-00-489-8013
 2610-00-489-8043
 2610-00-489-8079
 2610-00-489-8085
 2610-00-489-8087
 2610-00-528-7138

(b)(4)

289
 220
 180
 323
 86
 5,800
 66
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 160
 887
 33,000
 2
 28,896
 165
 4
 53
 2,064
 2
 0
 0
 283
 276
 0
 826
 154
 15
 2
 185
 66
 78
 4
 99
 40
 686
 1,980
 40
 109
 294
 408
 144
 1,076
 4
 135

253
 192
 157
 282
 75
 5,075
 58
 0
 140
 776
 28,875
 2
 25,284
 145
 4
 46
 1,806
 2
 0
 0
 247
 241
 0
 723
 135
 13
 2
 162
 58
 68
 4
 87
 35
 600
 1,732
 35
 95
 257
 357
 126
 941
 4
 118

542
 412
 337
 605
 161
 10,875
 124
 0
 300
 1,663
 61,875
 4
 54,180
 310
 8
 99
 3,870
 4
 0
 0
 530
 517
 0
 1,549
 289
 28
 4
 347
 124
 146
 8
 186
 75
 1,286
 3,712
 75
 204
 551
 765
 270
 2,017
 8
 253

(b)(4)

EXHIBIT 1

2610-00-528-9620
 2610-00-528-9631
 2610-00-528-9633
 2610-00-528-9651
 2610-00-528-9673
 2610-00-528-9684
 2610-00-528-9691
 2610-00-528-9701
 2610-00-528-9705
 2610-00-540-4719
 2610-00-540-4725
 2610-00-554-6222
 2610-00-554-6230
 2610-00-555-0305
 2610-00-555-0333
 2610-00-555-2508
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 2610-00-555-5743
 2610-00-555-7292
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 2610-00-580-3221
 2610-00-618-5676
 2610-00-640-2067
 2610-00-640-2071
 2610-00-640-2099
 2610-00-640-4348
 2610-00-678-1363
 2610-00-684-1849
 2610-00-684-1896
 2610-00-725-2777
 2610-00-726-5147
 2610-00-726-5164
 2610-00-726-5165
 2610-00-726-5168
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 2610-00-726-7650
 2610-00-728-0151
 2610-00-729-6654
 2610-00-733-1930
 2610-00-752-7610
 2610-00-755-6993
 2610-00-792-1662
 2610-00-840-9270

(b)(4)

784
 342
 12,512
 50
 200
 171
 822
 451
 437
 5,543
 2,214
 684
 5
 5
 0
 5
 0
 5
 242
 14
 7,000
 181
 5
 437
 0
 5
 2,250
 5
 0
 14
 456
 7,000
 3,145
 9,158
 812
 5,087
 5,216
 5
 3,126
 57
 5
 10
 166
 5
 2,133

745
 325
 11,886
 47
 190
 162
 781
 429
 415
 5,266
 2,103
 650
 5
 5
 0
 5
 0
 5
 230
 14
 6,650
 171
 5
 415
 0
 5
 2,138
 5
 0
 14
 433
 6,650
 2,987
 8,700
 772
 4,833
 4,955
 5
 2,969
 54
 5
 10
 10
 158
 5
 2,026

1,529
 667
 24,398
 97
 390
 333
 1,603
 880
 852
 10,809
 4,317
 1,334
 10
 10
 0
 10
 0
 10
 472
 28
 13,650
 352
 10
 852
 0
 10
 4,388
 10
 0
 28
 889
 13,650
 6,132
 17,858
 1,584
 9,920
 10,171
 10
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 4,159

(b)(4)

Exhibit 1

2610-00-729-6654	23	20	43	\$7,235.11
2610-00-733-1930	2	2	4	\$564.92
2610-00-752-7610	4	4	8	\$1,059.34
2610-00-755-6993	66	58	124	\$16,284.71
2610-00-792-1662	2	2	4	\$867.21
2610-00-840-9270	853	746	1,599	\$283,885.28
2610-00-944-6995	35	30	65	\$9,113.03
2610-00-944-6999	2	2	4	\$621.20
2610-00-944-7000	280	245	525	\$81,391.65
2610-00-944-7002	48	42	90	\$14,563.04
2610-00-944-7003	86	75	161	\$26,604.61
2610-00-944-7004	101	88	189	\$31,565.27
2610-00-945-3320	243	213	456	\$60,483.31
2610-00-999-3900	1,200	1,050	2,250	\$330,700.60
2610-01-008-4694	46	40	86	\$12,620.37
2610-01-010-0194	80	70	150	\$25,095.07
2610-01-011-8216	53	46	99	\$14,463.19
2610-01-027-5941	35	30	65	\$9,441.60
2610-01-045-3688	12,800	11,200	24,000	\$3,845,427.76
2610-01-049-2796	38	33	71	\$10,739.07
2610-01-054-0338	46	40	86	\$14,563.95
2610-01-056-8756	28	25	53	\$7,645.45
2610-01-063-7947	844	739	1,583	\$251,434.93
2610-01-076-9413	2	2	4	\$594.23
2610-01-076-9414	213	186	399	\$159,422.88
2610-01-078-1558	213	186	399	\$62,697.09
2610-01-079-6687	23	20	43	\$15,052.16
2610-01-080-4237	88	77	165	\$22,213.89
2610-01-082-3875	2	2	4	\$610.61
2610-01-090-0449	65	56	121	\$17,719.78
2610-01-100-0599	460	402	862	\$138,680.46
2610-01-114-3732	437	382	819	\$720,368.19
2610-01-124-9331	124	108	232	\$39,206.17
2610-01-126-1576	1,200	1,050	2,250	\$475,259.59
2610-01-148-1634	7,940	6,948	14,888	\$2,216,992.89
2610-01-148-1635	20,000	17,500	37,500	\$5,511,977.23
2610-01-148-1636	802	701	1,503	\$219,208.15
2610-01-154-1445	207	181	388	\$50,233.04
2610-01-154-1446	332	291	623	\$80,692.08
2610-01-154-1447	1,015	888	1,903	\$246,163.14
2610-01-154-1448	50	43	93	\$12,070.20
2610-01-154-1452	1,497	1,310	2,807	\$364,639.81
2610-01-154-3984	332	291	623	\$81,036.53

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EXHIBIT 1

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2610-01-179-9145	5	5	10
2610-01-179-9146	5	5	10
2610-01-182-4165	7,500	7,125	14,625
2610-01-182-7558	152	144	296
2610-01-188-5171	5	5	10
2610-01-190-5784	413	393	806
2610-01-193-8293	5	5	10
2610-01-193-8294	57	54	111
2610-01-194-6187	423	402	825
2610-01-194-6202	71	68	139
2610-01-194-6215	5	5	10
2610-01-194-6220	1,064	1,011	2,075
2610-01-194-6238	9,638	9,156	18,794
2610-01-194-7063	120	114	234
2610-01-203-9358	5	5	10
2610-01-204-4488	1,021	970	1,991
2610-01-205-6047	8,500	8,075	16,575
2610-01-214-1344	0	0	0
2610-01-218-4516	112,000	106,400	218,400
2610-01-220-6413	95	90	185
2610-01-229-3457	3,600	3,420	7,020
2610-01-230-0298	1,302	1,236	2,538
2610-01-238-9684	114	108	222
2610-01-256-0080	1,031	979	2,010
2610-01-262-6038	6,935	6,588	13,523
2610-01-269-1243	2,945	2,798	5,743
2610-01-281-0675	228	217	445
2610-01-286-5798	15,000	14,250	29,250
2610-01-289-9045	789	749	1,538
2610-01-302-1063	171	162	333
2610-01-307-8527	10	10	20
2610-01-311-6853	4,546	4,318	8,864
2610-01-320-0460	7,078	6,724	13,802
2610-01-323-4813	5,567	5,289	10,856
2610-01-325-1934	115,000	109,250	224,250
2610-01-332-1564	33,700	32,015	65,715
2610-01-332-8985	13,609	12,928	26,537
2610-01-332-9166	1,240	1,178	2,418
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2610-01-334-2694	648,000	615,600	1,263,600
	62,000	58,900	120,900

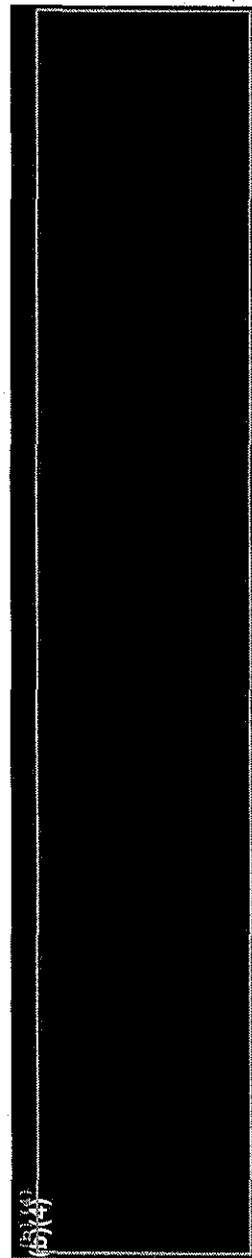
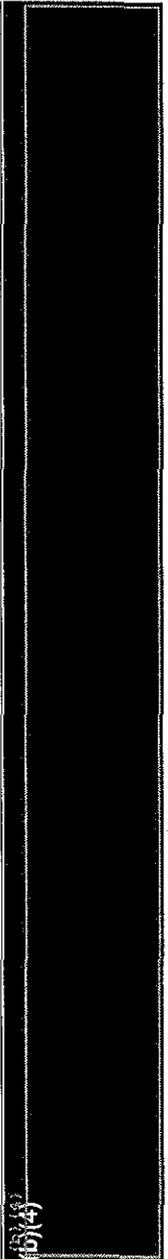


Exhibit 1

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(b)(4)

EXHIBIT 1

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2610-01-492-5541	323	307	630
2610-01-497-0182	589	560	1,149
2610-01-500-4505	1,500	1,425	2,925
2610-01-501-7373	42,000	57,000	99,000
2610-01-503-5618	2,209	2,098	4,307
2610-01-504-5340	1,273	1,209	2,482
2610-01-504-5345	2,280	2,166	4,446
2610-01-504-6566	2,104	1,999	4,103
2610-01-504-6590	1,002	952	1,954
2610-01-506-0388	2,831	2,689	5,520
2610-01-506-0391	926	880	1,806
2610-01-507-3632	622	591	1,213
2610-01-507-3633	508	483	991
2610-01-510-4874	76	72	148
2610-01-512-1944	242	230	472
2610-01-514-3999	352	334	686
2610-01-514-8641	5	5	10
2610-01-517-1881	100	95	195
2610-01-517-4327	20	18	38
2610-01-517-5835	5	5	10
2610-01-518-5292	4,850	4,607	9,457
2610-01-519-0940	1,320	1,254	2,574
2610-01-525-6667	38	36	74
2610-01-526-1619	0	0	0
2610-01-527-8260	6,000	5,700	11,700
2610-01-530-9350	0	0	0
2610-01-533-0485	750	712	1,462
2610-01-533-0486	750	712	1,462
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2610-01-537-6624	0	0	0
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2610-01-541-4090	100	95	195
2610-01-543-4493	100	95	195
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2620-01-368-9949	10	10	20
2630-00-052-0482	48	45	93
2630-00-052-0548	0	0	0
2630-00-060-9912	124	117	241
2630-00-060-9916	57	54	111
2630-00-242-6518	162	153	315
2630-00-294-8971	0	0	0
2630-00-294-8974	366	347	713
2630-00-294-8978	295	280	575
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(b)(4)

(b)(4)

Exhibit 1

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(b)(4)

BASE TOTAL:

EXHIBIT 1

LAND TIRE PRIVATIZATION SUPPORT (CONUS) PRICE LIST FOR BASE & OPTION PERIOD – YEARS 1 - 10
SOLICITATION NUMBER SP0700-06-R-7022 No Scrap

ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	EXTENDED PRICE
	NSNs					
0002	2610-00-000-0182	(b)(4)	1,739	1,739	3,478	(b)(4)
	2610-00-021-1961		385	385	770	
	2610-00-050-9560		2,326	2,326	4,652	
	2610-00-050-9730		4,614	4,614	9,228	
	2610-00-050-9840		14,458	14,458	28,916	
	2610-00-050-9870		1,077	1,077	2,154	
	2610-00-050-9880		10,810	10,810	21,620	
	2610-00-051-0060		8,020	8,020	16,040	
	2610-00-051-0210		627	627	1,254	
	2610-00-051-1270		6	6	12	
	2610-00-051-1580		88	88	176	
	2610-00-051-1730		37	37	74	
	2610-00-060-8873		0	0	0	
	2610-00-060-8887		3	3	6	
	2610-00-060-8905		31	31	62	
	2610-00-060-8906		137	137	274	
	2610-00-060-9959		288	288	576	
	2610-00-060-9960		27,900	27,900	55,800	
	2610-00-061-1123		74	74	148	
	2610-00-102-0968		852	852	1,704	
	2610-00-115-2564		3	3	6	
	2610-00-139-3701		63	63	126	
	2610-00-139-4597		1,197	1,197	2,394	
	2610-00-142-5135		1,947	1,947	3,894	
	2610-00-142-5160		2,816	2,816	5,632	
	2610-00-142-5389		921	921	1,842	
	2610-00-163-0416		68	68	136	
	2610-00-163-0418		869	869	1,738	
	2610-00-163-0419		231	231	462	
	2610-00-163-0420		9,660	9,660	19,320	
	2610-00-163-0429	305	305	610		
	2610-00-177-6878	362	362	724		
	2610-00-191-1023	473	473	946		
	2610-00-204-2545	533	533	1,066		

EXHIBIT 1

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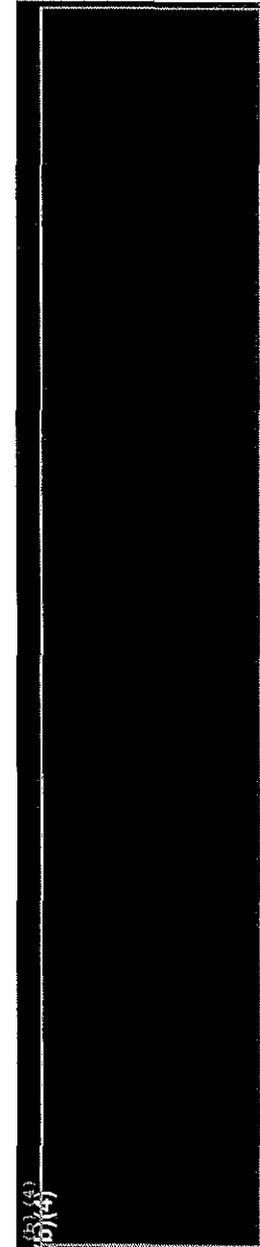


EXHIBIT 1

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 2610-01-154-1448
 2610-01-154-1452

(b)(4)

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 6
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 3
 420
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 128
 151
 365
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 68
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 80
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 57
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 43
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 3
 319
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 34
 131
 3
 97
 690
 656
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 74
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 34
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 3
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(b)(4)

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EXHIBIT 1

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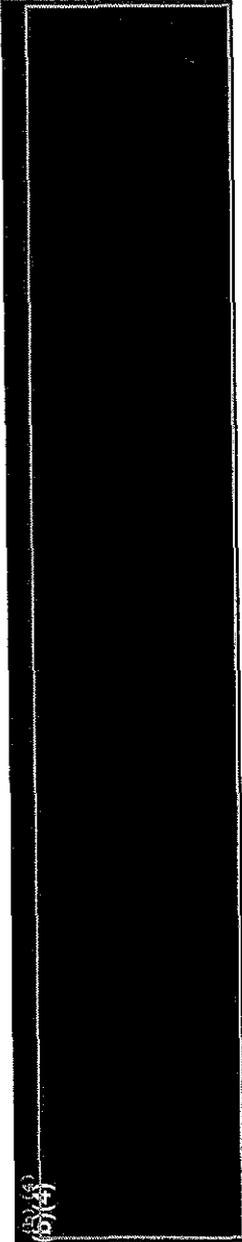


(b)(4)

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 248
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 34
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 781
 68
 618
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 137
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 473
 103

499
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 123
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(b)(4)

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 413
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 231
 23
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 276
 100
 117
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 148
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180
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 2610-01-533-0486
 2610-01-537-4093

(b)(4)

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 194
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 373
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 46
 145
 211
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356
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(b)(4)

TOTAL:

\$151,181,337.51

Exhibit 1

LAND TIRE PRIVATIZATION SUPPORT (OCONUS) PRICE LIST FOR BASE & OPTION PERIOD – YEARS 1 - 10
SOLICITATION NUMBER SP0700-06-R-7022 No Scrap

ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	EXTENDED PRICE
NSNs						
0003	2610-00-000-0182		1,159	1,014	2,173	
	2610-00-021-1961		256	224	480	
	2610-00-050-9560		1,550	1,356	2,906	
	2610-00-050-9730		3,076	2,692	5,768	
	2610-00-050-9840		9,639	8,434	18,073	
	2610-00-050-9870		719	629	1,348	
	2610-00-050-9880		7,207	6,306	13,513	
	2610-00-051-0060		5,347	4,678	10,025	
	2610-00-051-0210		418	366	784	
	2610-00-051-1270		4	4	8	
	2610-00-051-1580		59	52	111	
	2610-00-051-1730		25	22	47	
	2610-00-060-8873		0	0	0	
	2610-00-060-8887		2	2	4	
	2610-00-060-8905		21	19	40	
	2610-00-060-8906		91	80	171	
	2610-00-060-9959		192	168	360	
	2610-00-060-9960		18,600	16,275	34,875	
	2610-00-061-1123		50	43	93	
	2610-00-102-0968		568	497	1,065	
	2610-00-115-2564		2	2	4	
	2610-00-139-3701		42	36	78	
	2610-00-139-4597		798	698	1,496	
	2610-00-142-5135		1,297	1,135	2,432	
	2610-00-142-5160		1,877	1,642	3,519	
	2610-00-142-5389		613	537	1,150	
	2610-00-163-0416		46	40	86	
	2610-00-163-0418		580	507	1,087	
	2610-00-163-0419		154	135	289	
	2610-00-163-0420		6,440	5,635	12,075	
	2610-00-163-0429		203	178	381	
	2610-00-177-6878		241	211	452	
	2610-00-191-1023		316	276	592	
	2610-00-204-2545		355	311	666	
	2610-00-204-3939		119	104	223	

EXHIBIT 1

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 2610-00-528-7593
 2610-00-528-9536
 2610-00-528-9571

(b)(4)

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(b)(4)

Exhibit 1

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 2610-00-728-0151

(b)(4)
 (b)(4)

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0	0	0
314	275	589
137	120	257
5,005	4,379	9,384
20	17	37
80	70	150
68	59	127
329	288	617
180	158	338
175	153	328
2,217	1,940	4,157
886	775	1,661
274	240	514
2	2	4
2	2	4
0	0	0
2	2	4
0	0	0
2	2	4
97	85	182
5	5	10
2,800	2,450	5,250
73	63	136
2	2	4
175	153	328
0	0	0
2	2	4
900	788	1,688
2	2	4
0	0	0
5	5	10
182	159	341
2,800	2,450	5,250
1,258	1,100	2,358
3,663	3,205	6,868
325	285	610
2,035	1,781	3,816
2,087	1,826	3,913
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(b)(4)
 (b)(4)

EXHIBIT 1

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(b)(4)

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214	203	417
252	239	491
608	578	1,186
3,000	2,850	5,850
114	108	222
200	190	390
133	126	259
86	81	167
32,000	30,400	62,400
95	90	185
114	108	222
71	68	139
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5	5	10
532	505	1,037
532	505	1,037
57	54	111
219	208	427
5	5	10
162	153	315
1,150	1,092	2,242
1,093	1,038	2,131
309	293	602
3,000	2,850	5,850
19,850	18,858	38,708
50,000	47,500	97,500
2,005	1,904	3,909
518	492	1,010
831	790	1,621
2,537	2,410	4,947
124	117	241
3,743	3,556	7,299
831	790	1,621
1,886	1,791	3,677
3,819	3,628	7,447
893	848	1,741
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204	194	398
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100	95	195

(b)(4)

Exhibit 1

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 2610-01-205-6047
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 2610-01-230-0298
 2610-01-238-9684
 2610-01-256-0080
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 2610-01-269-1243
 2610-01-281-0675
 2610-01-286-5798
 2610-01-289-9045
 2610-01-302-1063

(b)(4)

755	660	1,415
1,528	1,397	2,865
357	312	669
51	45	96
40	35	75
81	71	152
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40	35	75
344	301	645
2	2	4
15,685	2,264	17,949
504	441	945
2	2	4
2	2	4
3,000	2,625	5,625
61	53	114
2	2	4
165	145	310
2	2	4
23	20	43
169	148	317
28	25	53
2	2	4
426	373	799
3,855	3,373	7,228
48	42	90
2	2	4
408	357	765
3,400	2,975	6,375
0	0	0
44,800	39,200	84,000
38	33	71
1,440	1,260	2,700
521	455	976
46	40	86
413	361	774
2,774	2,427	5,201
1,178	1,031	2,209
91	80	171
6,000	5,250	11,250
316	276	592
68	59	127
4	4	8

(b)(4)

EXHIBIT 1

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 2610-01-470-4616
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 2610-01-473-8252
 2610-01-479-4200
 2610-01-481-5378
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 513
 11,087
 5
 128
 580
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 584
 13,000
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 437
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 14,000
 500
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 65
 8,307
 278
 43,485
 65
 3,233
 54,405
 16,255



Exhibit 1

2610-01-451-0214	4	4	8
2610-01-452-0605	2,082	1,822	3,904
2610-01-459-0440	2,797	2,447	5,244
2610-01-465-5823	1,373	1,202	2,575
2610-01-470-4615	13	12	25
2610-01-470-4616	1,704	1,491	3,195
2610-01-470-9035	57	49	106
2610-01-473-3997	8,920	7,805	16,725
2610-01-473-8252	13	12	25
2610-01-479-4200	663	580	1,243
2610-01-481-5378	11,160	9,765	20,925
2610-01-481-7816	3,334	2,917	6,251
2610-01-481-7817	820	717	1,537
2610-01-492-5541	129	113	242
2610-01-497-0182	236	207	443
2610-01-500-4505	600	525	1,125
2610-01-501-7373	16,800	22,800	39,600
2610-01-503-5618	884	773	1,657
2610-01-504-5340	509	445	954
2610-01-504-5345	912	798	1,710
2610-01-504-6566	841	736	1,577
2610-01-504-6590	401	351	752
2610-01-506-0388	1,132	990	2,122
2610-01-506-0391	370	324	694
2610-01-507-3632	249	218	467
2610-01-507-3633	203	178	381
2610-01-510-4874	30	26	56
2610-01-512-1944	97	85	182
2610-01-514-3999	141	123	264
2610-01-514-8641	2	2	4
2610-01-517-1881	40	35	75
2610-01-517-4327	8	6	14
2610-01-517-5835	2	2	4
2610-01-518-5292	1,940	1,697	3,637
2610-01-519-0940	528	462	990
2610-01-525-6667	15	13	28
2610-01-526-1619	0	0	0
2610-01-527-8260	2,400	2,100	4,500
2610-01-530-9350	0	0	0
2610-01-533-0485	300	262	562
2610-01-533-0486	300	262	562
2610-01-537-4093	0	0	0
2610-01-537-6624	0	0	0

(b)(4)

(b)(4)

EXHIBIT 1

2630-00-294-8990
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 2630-00-554-6294
 2630-00-554-6295
 2630-00-734-5393
 2630-00-782-9597
 2630-01-022-5616
 2630-01-028-0194
 2630-01-135-7509
 2630-01-141-7472
 2630-01-145-4348
 2630-01-163-2782
 2630-01-313-3287
 2630-01-362-1882
 2630-01-362-1883
 2630-01-442-6682
 2630-01-443-3466
 2630-01-459-0473

(b)(4)

5	5	10
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575	546	1,121
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67	63	130
5	5	10
0	0	0
20	19	39
10	10	20
5	5	10
5	5	10
90	86	176
5	5	10
0	0	0
295	280	575
5	5	10
33	32	65
119	113	232
0	0	0
10	10	20

BASE TOTAL:

1,889,619

3,872,764

\$1,265,124,508.69

(b)(4)

**These are new NSNs that are to be stock items. There is no historical workload and BEQs are for evaluation purposes only.
 *** The BEQ for NSN 2610-01-501-7373 for the Base Period estimates approximately 3 1/2 years of support and a five full years support for the option period. This tire is tentatively scheduled to be sourced by DLA under this contract at some point in Fiscal Year 2008. The Contractor is not required to stock and supply this tire, until the Contracting Officer provides written notice of the effective date that DLA will become the source of supply. Written notice will be provided at least 60 days prior to effective date of transfer to DLA. This tire is to be priced and it will be adjusted annually in accordance with the Economic Price Adjustment clause IAW Provision B-1.

LAND TIRE PRICE LIST FOR BASE & OPTION PERIOD - YEARS 1 - 10

SOLICITATION NUMBER SP0700-06-R-7022 No Scrap

ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	EXTENDED PRICE
0001	NSNs					
	2610-00-000-0182		2,898	2,753	5,651	
	2610-00-021-1961		641	609	1,250	
	2610-00-050-9660		3,876	3,682	7,558	
	2610-00-050-9730		7,690	7,306	14,996	
	2610-00-050-9840		24,097	22,892	46,989	
	2610-00-050-9870		1,796	1,706	3,502	
	2610-00-050-9880		18,017	17,116	35,133	
	2610-00-051-0060		13,367	12,698	26,065	
	2610-00-051-0210		1,045	993	2,038	
	2610-00-051-1270		10	10	20	
	2610-00-051-1580		147	140	287	
	2610-00-051-1730		62	59	121	
	2610-00-060-8873		0	0	0	
	2610-00-060-8887		5	5	10	
	2610-00-060-8905		52	50	102	
	2610-00-060-8906		228	217	445	
	2610-00-060-9969		480	456	936	
	2610-00-060-9960		46,500	44,175	90,675	
	2610-00-061-1123		124	117	241	
	2610-00-102-0968		1,420	1,349	2,769	
	2610-00-115-2664		5	5	10	
	2610-00-139-3701		105	99	204	
	2610-00-139-4597		1,995	1,895	3,890	
	2610-00-142-5135		3,244	3,062	6,326	
	2610-00-142-5160		4,693	4,458	9,151	
	2610-00-142-5389		1,534	1,458	2,992	
	2610-00-163-0416		114	108	222	
	2610-00-163-0418		1,449	1,376	2,825	
	2610-00-163-0419		385	366	751	
	2610-00-163-0420		16,100	15,295	31,395	
	2610-00-163-0429		508	483	991	
	2610-00-177-6878		603	573	1,176	
	2610-00-191-1023		789	749	1,538	
	2610-00-204-2545		888	844	1,732	
	2610-00-204-3939		299	284	583	
	2610-00-204-4016		722	686	1,408	
	2610-00-204-4026		551	523	1,074	
	2610-00-204-4029		450	427	877	
	2610-00-204-4033		808	767	1,575	
	2610-00-204-4060		214	203	417	
	2610-00-204-4094		14,500	13,775	28,275	
	2610-00-227-0353		166	158	324	
	2610-00-233-8611		0	0	0	
	2610-00-237-3045		400	380	780	
	2610-00-246-2829		2,218	2,107	4,325	
	2610-00-262-8653		82,500	78,375	160,875	
	2610-00-262-8663		5	5	10	
	2610-00-262-8677		72,240	68,628	140,868	
	2610-00-262-8769		413	393	806	
	2610-00-262-8809		10	10	20	
	2610-00-262-8817		133	126	259	
	2610-00-269-7524		5,159	4,901	10,060	
	2610-00-269-9601		5	5	10	
	2610-00-269-9641		0	0	0	
	2610-00-269-9561		0	0	0	
	2610-00-275-7995		708	672	1,380	
	2610-00-294-4800		689	654	1,343	
	2610-00-294-5344		0	0	0	
	2610-00-294-5392		2,066	1,963	4,029	
	2610-00-294-6398		385	366	751	
	2610-00-294-9253		38	36	74	
	2610-00-294-9311		5	5	10	
	2610-00-294-9485		461	438	899	
	2610-00-294-9488		166	158	324	
	2610-00-294-9495		195	185	380	
	2610-00-350-9965		10	10	20	
	2610-00-350-9970		247	235	482	
	2610-00-403-5538		100	95	195	
	2610-00-455-7106		1,715	1,629	3,344	
	2610-00-455-7138		4,950	4,702	9,652	
	2610-00-455-7247		100	95	195	
	2610-00-472-1404		271	257	528	
	2610-00-489-8013		736	699	1,435	
	2610-00-489-8043		1,021	970	1,991	
	2610-00-489-8079		351	343	704	
	2610-00-489-8085		2,689	2,554	5,243	
	2610-00-489-8087		10	10	20	

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(S)(4)

337	320	657
2,294	2,180	4,474
409	388	797
1,625	1,543	3,168
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342	325	667
12,512	11,886	24,398
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200	190	390
171	162	333
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451	429	880
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2,214	2,103	4,317
684	650	1,334
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242	230	472
14	14	28
7,000	6,650	13,650
181	171	352
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437	415	852
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456	433	889
7,000	6,650	13,650
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9,158	8,700	17,858
812	772	1,584
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10	10	20
166	158	324
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86	81	167
5	5	10
700	665	1,365
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214	203	417
252	239	491
608	578	1,186
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114	108	222
200	190	390
133	126	259
86	81	167
32,000	30,400	62,400
95	90	185
114	108	222
71	68	139
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532	505	1,037
532	505	1,037
57	54	111
219	208	427
5	5	10
162	153	315
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1,093	1,038	2,131
309	293	602
3,000	2,850	5,850
19,850	18,858	38,708
50,000	47,500	97,500
2,005	1,904	3,909
518	492	1,010
831	790	1,621
2,537	2,410	4,947
124	117	241

(S)(4)

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2610-01-443-3473

(b)(4)
(b)(4)

3,743
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3,819
893
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860
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39,212
1,259
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152
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413
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9,638
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789
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10
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7,078
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115,000
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1,240
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648,000
62,000
456
76
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54,183
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779
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11,087
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727
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14,000
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309
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36,855
991

(b)(4)
(b)(4)

2610-01-443-3477	3,900	3,705	7,605
2610-01-443-7040	1,743	1,656	3,399
2610-01-449-9962	594	564	1,158
2610-01-451-0214	10	10	20
2610-01-452-0605	5,206	4,946	10,152
2610-01-459-0440	6,992	6,642	13,634
2610-01-465-5823	3,434	3,263	6,697
2610-01-470-4615	33	32	65
2610-01-470-4616	4,260	4,047	8,307
2610-01-470-9035	143	135	278
2610-01-473-3997	22,300	21,185	43,485
2610-01-473-8252	33	32	65
2610-01-479-4200	1,658	1,575	3,233
2610-01-481-5378	27,900	26,505	54,405
2610-01-481-7816	8,336	7,919	16,255
2610-01-481-7817	2,050	1,947	3,997
2610-01-492-5541	323	307	630
2610-01-497-0182	589	560	1,149
2610-01-500-4505	1,500	1,425	2,925
2610-01-501-7373	42,000	57,000	99,000
2610-01-503-5618	2,209	2,098	4,307
2610-01-504-5340	1,273	1,209	2,482
2610-01-504-5345	2,280	2,166	4,446
2610-01-504-5566	2,104	1,999	4,103
2610-01-504-6590	1,002	952	1,954
2610-01-506-0388	2,831	2,689	5,520
2610-01-506-0391	926	880	1,806
2610-01-507-3632	622	591	1,213
2610-01-507-3633	508	483	991
2610-01-510-4874	76	72	148
2610-01-512-1944	242	230	472
2610-01-514-3999	352	334	686
2610-01-514-8641	5	5	10
2610-01-517-1881	100	95	195
2610-01-517-4327	20	18	38
2610-01-517-5835	5	5	10
2610-01-518-5292	4,850	4,607	9,457
2610-01-519-0940	1,320	1,254	2,574
2610-01-525-6667	38	36	74
2610-01-526-1619	0	0	0
2610-01-527-8260	6,000	5,700	11,700
2610-01-530-9350	0	0	0
2610-01-533-0485	750	712	1,462
2610-01-533-0486	750	712	1,462
2610-01-537-4093	0	0	0
2610-01-537-6624	0	0	0
2610-01-540-8312	0	0	0
2610-01-541-3202	100	95	195
2610-01-541-4090	100	95	195
2610-01-543-4493	10	10	20
2610-01-544-9490	10	10	20
2620-01-368-9949	48	45	93
2630-00-052-0482	0	0	0
2630-00-052-0548	124	117	241
2630-00-060-9912	57	54	111
2630-00-060-9916	152	153	315
2630-00-242-6518	0	0	0
2630-00-294-8971	366	347	713
2630-00-294-8974	295	280	575
2630-00-294-8978	67	63	130
2630-00-294-8990	5	5	10
2630-00-294-9085	5	5	10
2630-00-554-6292	575	546	1,121
2630-00-554-6293	0	0	0
2630-00-554-6294	67	63	130
2630-00-554-6295	5	5	10
2630-00-734-5393	0	0	0
2630-00-782-9597	20	19	39
2630-01-022-5616	10	10	20
2630-01-028-0194	5	5	10
2630-01-135-7509	5	5	10
2630-01-141-7472	90	86	176
2630-01-145-4348	5	5	10
2630-01-163-2782	0	0	0
2630-01-313-3287	295	280	575
2630-01-362-1882	5	5	10
2630-01-362-1883	63	32	65
2630-01-442-6682	19	113	232
2630-01-443-3465	0	0	0
2630-01-459-0473	0	10	20
BASE TOTAL:			
	1,889,619		3,872,764

**These are new NSNs that are to be stock items. There is no historical workload and BEQs are for evaluation purposes only.

*** The BEQ for NSN 2610-01-501-7373 for the Base Period estimates approximately 3 1/2 years of support and a five full years support for the option period. This tire is tentatively scheduled to be sourced by DLA under this contract at some point in Fiscal Year 2008. The Contractor is not required to stock and supply this tire, until the Contracting Officer provides written notice of the effective date that DLA will become the source of supply. Written notice will be provided at least 60 days prior to effective date of transfer to DLA. This tire is to be priced and it will be adjusted annually in accordance with the Economic Price Adjustment clause IAW Provision B-1.

LAND TIRE PRIVATIZATION SUPPORT (CONUS) PRICE LIST FOR BASE & OPTION PERIOD -- YEARS 1 - 10
SOLICITATION NUMBER SP0700-06-R-7022 No Scrap

ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	EXTENDED PRICE
	NSNs					
0002	2610-00-000-0182	(b)(4)	1,739	1,739	3,478	(b)(4)
	2610-00-021-1961	(b)(4)	385	385	770	(b)(4)
	2610-00-050-9560	(b)(4)	2,326	2,326	4,652	(b)(4)
	2610-00-050-9730	(b)(4)	4,614	4,614	9,228	(b)(4)
	2610-00-050-9840	(b)(4)	14,458	14,458	28,916	(b)(4)
	2610-00-050-9870	(b)(4)	1,077	1,077	2,154	(b)(4)
	2610-00-050-9880	(b)(4)	10,810	10,810	21,620	(b)(4)
	2610-00-051-0060	(b)(4)	8,020	8,020	16,040	(b)(4)
	2610-00-051-0210	(b)(4)	627	627	1,254	(b)(4)
	2610-00-051-1270	(b)(4)	6	6	12	(b)(4)
	2610-00-051-1580	(b)(4)	88	88	176	(b)(4)
	2610-00-051-1730	(b)(4)	37	37	74	(b)(4)
	2610-00-060-8873	(b)(4)	0	0	0	(b)(4)
	2610-00-060-8887	(b)(4)	3	3	6	(b)(4)
	2610-00-060-8905	(b)(4)	31	31	62	(b)(4)
	2610-00-060-8906	(b)(4)	137	137	274	(b)(4)
	2610-00-060-9959	(b)(4)	288	288	576	(b)(4)
	2610-00-060-9960	(b)(4)	27,900	27,900	55,800	(b)(4)
	2610-00-061-1123	(b)(4)	74	74	148	(b)(4)
	2610-00-102-0968	(b)(4)	852	852	1,704	(b)(4)
	2610-00-115-2564	(b)(4)	3	3	6	(b)(4)
	2610-00-139-3701	(b)(4)	63	63	126	(b)(4)
	2610-00-139-4597	(b)(4)	1,197	1,197	2,394	(b)(4)
	2610-00-142-5135	(b)(4)	1,947	1,947	3,894	(b)(4)
	2610-00-142-5160	(b)(4)	2,816	2,816	5,632	(b)(4)
	2610-00-142-5389	(b)(4)	921	921	1,842	(b)(4)
	2610-00-163-0416	(b)(4)	68	68	136	(b)(4)
	2610-00-163-0418	(b)(4)	869	869	1,738	(b)(4)
	2610-00-163-0419	(b)(4)	231	231	462	(b)(4)
	2610-00-163-0420	(b)(4)	9,660	9,660	19,320	(b)(4)
	2610-00-163-0429	(b)(4)	305	305	610	(b)(4)
	2610-00-177-6878	(b)(4)	362	362	724	(b)(4)
	2610-00-191-1023	(b)(4)	473	473	946	(b)(4)
	2610-00-204-2545	(b)(4)	533	533	1,066	(b)(4)
	2610-00-204-3939	(b)(4)	180	180	360	(b)(4)
	2610-00-204-4016	(b)(4)	433	433	866	(b)(4)
	2610-00-204-4026	(b)(4)	331	331	662	(b)(4)
	2610-00-204-4029	(b)(4)	270	270	540	(b)(4)
	2610-00-204-4033	(b)(4)	485	485	970	(b)(4)
	2610-00-204-4060	(b)(4)	128	128	256	(b)(4)
	2610-00-204-4091	(b)(4)	8,700	8,700	17,400	(b)(4)
	2610-00-227-0353	(b)(4)	100	100	200	(b)(4)
	2610-00-233-8611	(b)(4)	0	0	0	(b)(4)
	2610-00-237-3045	(b)(4)	240	240	480	(b)(4)
	2610-00-246-2829	(b)(4)	1,331	1,331	2,662	(b)(4)
	2610-00-262-8653	(b)(4)	49,500	49,500	99,000	(b)(4)
	2610-00-262-8663	(b)(4)	3	3	6	(b)(4)
	2610-00-262-8677	(b)(4)	43,344	43,344	86,688	(b)(4)
	2610-00-262-8769	(b)(4)	248	248	496	(b)(4)
	2610-00-262-8809	(b)(4)	6	6	12	(b)(4)
	2610-00-262-8817	(b)(4)	80	80	160	(b)(4)
	2610-00-269-7624	(b)(4)	3,095	3,095	6,190	(b)(4)
	2610-00-269-9501	(b)(4)	3	3	6	(b)(4)
	2610-00-269-9541	(b)(4)	0	0	0	(b)(4)
	2610-00-269-9561	(b)(4)	0	0	0	(b)(4)
	2610-00-275-7995	(b)(4)	425	425	850	(b)(4)
	2610-00-294-4800	(b)(4)	413	413	826	(b)(4)
	2610-00-294-5344	(b)(4)	0	0	0	(b)(4)
	2610-00-294-5392	(b)(4)	1,240	1,240	2,480	(b)(4)
	2610-00-294-6398	(b)(4)	231	231	462	(b)(4)
	2610-00-294-9253	(b)(4)	23	23	46	(b)(4)
	2610-00-294-9311	(b)(4)	3	3	6	(b)(4)
	2610-00-294-9485	(b)(4)	276	276	552	(b)(4)
	2610-00-294-9488	(b)(4)	100	100	200	(b)(4)
	2610-00-294-9495	(b)(4)	117	117	234	(b)(4)
	2610-00-350-9965	(b)(4)	6	6	12	(b)(4)
	2610-00-350-9970	(b)(4)	148	148	296	(b)(4)
	2610-00-403-5538	(b)(4)	60	60	120	(b)(4)
	2610-00-455-7106	(b)(4)	1,029	1,029	2,058	(b)(4)

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2610-00-455-7247
2610-00-472-1404
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(b)(4)

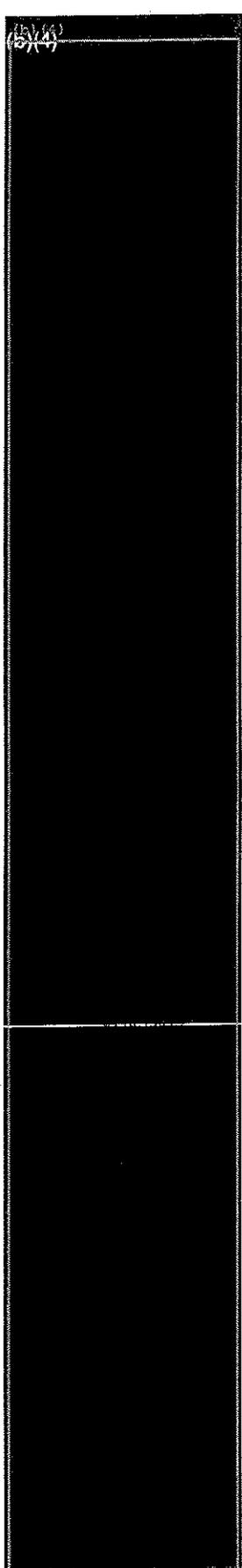
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205	205	410
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103	103	206
493	493	986
271	271	542
262	262	524
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6	6	12
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3	3	6
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3	3	6
420	420	840
71	71	142
128	128	256
151	151	302
365	365	730
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68	68	136
120	120	240
80	80	160
51	51	102
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68	68	136
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319	319	638

(b)(4)

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97	97	194
690	690	1,380
656	656	1,312
185	185	370
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11,910	11,910	23,820
30,000	30,000	60,000
1,203	1,203	2,406
311	311	622
499	499	998
1,522	1,522	3,044
74	74	148
2,246	2,246	4,492
499	499	998
1,131	1,131	2,262
2,291	2,291	4,582
536	536	1,072
77	77	154
60	60	120
123	123	246
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60	60	120
516	516	1,032
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23,527	23,527	47,054
755	755	1,510
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3	3	6
4,500	4,500	9,000
91	91	182
3	3	6
248	248	496
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34	34	68
254	254	508
43	43	86
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57	57	114
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781	781	1,562
68	68	136
618	618	1,236
4,161	4,161	8,322
1,767	1,767	3,534
137	137	274
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473	473	946
103	103	206
6	6	12
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4,247	4,247	8,494
3,340	3,340	6,680
69,000	69,000	138,000
20,220	20,220	40,440
8,165	8,165	16,330
744	744	1,488
0	0	0
388,800	388,800	777,600
37,200	37,200	74,400
74	74	148
6	6	12
46	46	92
331	1,331	2,662
2,510	32,510	65,020
638	6,638	13,276
59	259	518
57	467	934
08	308	616



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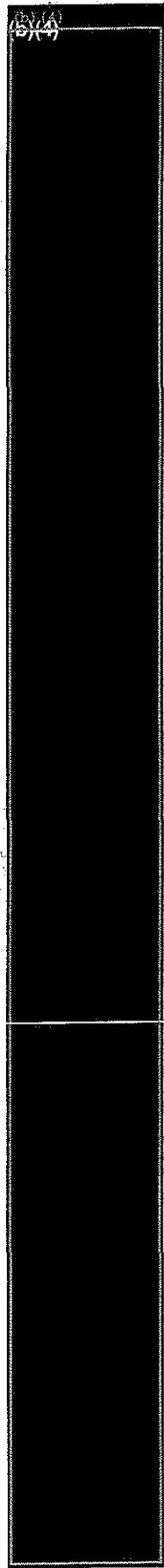
LAND TIRE PRIVATIZATION SUPPORT (OCONUS) PRICE LIST FOR BASE & OPTION PERIOD - YEARS 1 - 10
SOLICITATION NUMBER SP0700-06-R-7022 No Scrap

ITEM NO.	SUPPLIES/SERVICES	UNIT PRICE PER TIRE	BEST ESTIMATE QUANTITIES (Base Period)	BEST ESTIMATE QUANTITIES (Option Period)	BEST ESTIMATE QUANTITIES (Total)	EXTENDED PRICE
0003	NSNs					
	2610-00-000-0182	(b)(4)	1,159	1,014	2,173	(b)(4)
	2610-00-021-1961	(b)(4)	256	224	480	(b)(4)
	2610-00-050-9560	(b)(4)	1,550	1,356	2,906	(b)(4)
	2610-00-050-9730	(b)(4)	3,076	2,692	5,768	(b)(4)
	2610-00-050-9840	(b)(4)	9,639	8,434	18,073	(b)(4)
	2610-00-050-9870	(b)(4)	719	629	1,348	(b)(4)
	2610-00-050-9880	(b)(4)	7,207	6,306	13,513	(b)(4)
	2610-00-051-0060	(b)(4)	5,347	4,678	10,025	(b)(4)
	2610-00-051-0210	(b)(4)	418	366	784	(b)(4)
	2610-00-051-1270	(b)(4)	4	4	8	(b)(4)
	2610-00-051-1580	(b)(4)	59	52	111	(b)(4)
	2610-00-051-1730	(b)(4)	25	22	47	(b)(4)
	2610-00-060-8873	(b)(4)	0	0	0	(b)(4)
	2610-00-060-8887	(b)(4)	2	2	4	(b)(4)
	2610-00-060-8905	(b)(4)	21	19	40	(b)(4)
	2610-00-060-8906	(b)(4)	91	80	171	(b)(4)
	2610-00-060-9959	(b)(4)	192	168	360	(b)(4)
	2610-00-060-9960	(b)(4)	18,600	16,275	34,875	(b)(4)
	2610-00-061-1123	(b)(4)	50	43	93	(b)(4)
	2610-00-102-0968	(b)(4)	568	497	1,065	(b)(4)
	2610-00-115-2564	(b)(4)	2	2	4	(b)(4)
	2610-00-139-3701	(b)(4)	42	36	78	(b)(4)
	2610-00-139-4597	(b)(4)	798	698	1,496	(b)(4)
	2610-00-142-5135	(b)(4)	1,297	1,135	2,432	(b)(4)
	2610-00-142-5160	(b)(4)	1,877	1,642	3,519	(b)(4)
	2610-00-142-5389	(b)(4)	613	537	1,150	(b)(4)
	2610-00-163-0416	(b)(4)	46	40	86	(b)(4)
	2610-00-163-0418	(b)(4)	580	507	1,087	(b)(4)
	2610-00-163-0419	(b)(4)	154	135	289	(b)(4)
	2610-00-163-0420	(b)(4)	6,440	5,635	12,075	(b)(4)
	2610-00-163-0429	(b)(4)	203	178	381	(b)(4)
	2610-00-177-6878	(b)(4)	241	211	452	(b)(4)
	2610-00-191-1023	(b)(4)	316	276	592	(b)(4)
	2610-00-204-2545	(b)(4)	355	311	666	(b)(4)
	2610-00-204-3939	(b)(4)	119	104	223	(b)(4)
	2610-00-204-4016	(b)(4)	289	253	542	(b)(4)
	2610-00-204-4026	(b)(4)	220	192	412	(b)(4)
	2610-00-204-4029	(b)(4)	180	157	337	(b)(4)
	2610-00-204-4033	(b)(4)	323	282	605	(b)(4)
	2610-00-204-4060	(b)(4)	86	75	161	(b)(4)
	2610-00-204-4091	(b)(4)	5,800	5,075	10,875	(b)(4)
	2610-00-227-0353	(b)(4)	66	58	124	(b)(4)
	2610-00-233-8611	(b)(4)	0	0	0	(b)(4)
	2610-00-237-3045	(b)(4)	160	140	300	(b)(4)
	2610-00-246-2829	(b)(4)	887	776	1,663	(b)(4)
	2610-00-262-8653	(b)(4)	33,000	28,875	61,875	(b)(4)
	2610-00-262-8663	(b)(4)	2	2	4	(b)(4)
	2610-00-262-8677	(b)(4)	28,896	25,284	54,180	(b)(4)
	2610-00-262-8769	(b)(4)	165	145	310	(b)(4)
	2610-00-262-8809	(b)(4)	4	4	8	(b)(4)
	2610-00-262-8817	(b)(4)	53	46	99	(b)(4)
	2610-00-269-7524	(b)(4)	2,064	1,806	3,870	(b)(4)
	2610-00-269-9501	(b)(4)	2	2	4	(b)(4)
	2610-00-269-9541	(b)(4)	0	0	0	(b)(4)
	2610-00-269-9561	(b)(4)	0	0	0	(b)(4)
	2610-00-275-7995	(b)(4)	283	247	530	(b)(4)
	2610-00-294-4800	(b)(4)	276	241	517	(b)(4)
	2610-00-294-5344	(b)(4)	0	0	0	(b)(4)
	2610-00-294-5392	(b)(4)	826	723	1,549	(b)(4)
	2610-00-294-6398	(b)(4)	154	135	289	(b)(4)
	2610-00-294-9253	(b)(4)	15	13	28	(b)(4)
	2610-00-294-9311	(b)(4)	2	2	4	(b)(4)
	2610-00-294-9485	(b)(4)	185	162	347	(b)(4)
	2610-00-294-9488	(b)(4)	66	58	124	(b)(4)
	2610-00-294-9495	(b)(4)	78	68	146	(b)(4)
	2610-00-350-9965	(b)(4)	4	4	8	(b)(4)
	2610-00-350-9970	(b)(4)	99	87	186	(b)(4)
	2610-00-403-5538	(b)(4)	40	36	75	(b)(4)
	2610-00-455-7106	(b)(4)	586	600	1,286	(b)(4)
	2610-00-455-7138	(b)(4)	1,980	1,732	3,712	(b)(4)

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2,831	2,477	5,308
2,227	1,949	4,176
46,000	40,250	86,250
13,480	11,795	25,275
5,444	4,763	10,207
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259,200	226,800	486,000
24,800	21,700	46,500
182	159	341
30	26	56
887	776	1,663
21,673	18,964	40,637
4,425	3,872	8,297
173	152	325
312	273	585
205	179	384
4,435	3,880	8,315

(5/4)

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291	254	545
233	204	437
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1,393	1,219	2,612
175	153	328
1,320	1,155	2,475
5,600	4,900	10,500
200	175	375
61	53	114
1,700	1,487	3,187
129	113	242
124	108	232
446	390	836
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1,560	1,365	2,925
697	610	1,307
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1,704	1,491	3,195
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8,920	7,805	16,725
13	12	25
663	580	1,243
11,160	9,765	20,925
3,334	2,917	6,251
820	717	1,537
129	113	242
236	207	443
600	525	1,125
16,800	22,800	39,600
884	773	1,657
509	445	954
912	798	1,710
841	736	1,577
401	351	752
1,132	990	2,122
370	324	694
249	218	467
203	178	381
30	26	56
97	85	182
141	123	264
2	2	4
40	35	75
8	6	14
2	2	4
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528	462	990
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300	262	562
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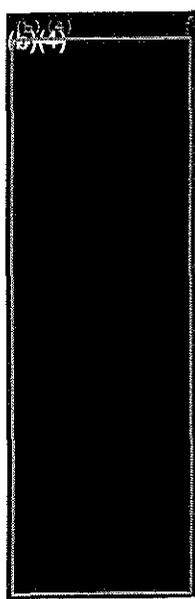
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2630-01-141-7472
2630-01-145-4348
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4
431
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50
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4
4
68
4
0
221
4
25
90
0
8



BASE TOTAL:



September 1st, 2006

Defense Supply Center Columbus
DSDD-DR
ATT: Solicitation SP0700-06-R-7022
P.O. Box 3990
Columbus, OH 43218-3990

Dear Sir or Madam:

On behalf of the Michelin Group, I would like to thank you for giving us the opportunity to offer a tailored tire program to meet your needs.

Our corporate tagline, "Michelin, A Better Way Forward", captures our mission of advancing mobility. It is also a great description of how we conduct our business by delivering solutions that offer enhanced safety, outstanding performance and excellent value, and this in conformance with our commitment to corporate, social and environmental responsibility.

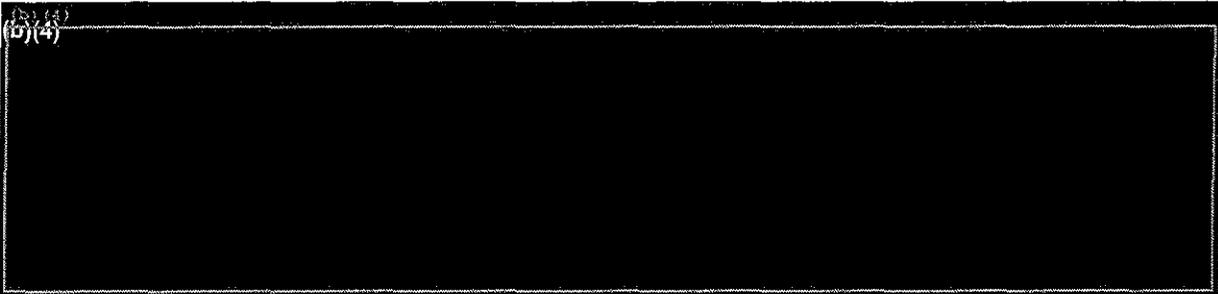
Today, Michelin is the world's number one tire manufacturer because we make our customers our number one priority. This focus has driven us to find innovative solutions and to deliver products and services that are consistently recognized for their unparalleled quality. Our goal is simple, to anticipate and exceed our customers' expectations. Our history of product evolution and service improvement in every segment of our business, clearly illustrates our technical capabilities and R&D expertise.

For Michelin, the United States Military is the customer we serve to the utmost of our ability. Our technology, our superior products, our reactivity are making the difference.

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[REDACTED] Our tire performance, as well as our ability to supply in difficult times, has been praised by the DOD. We have been awarded a majority of the large tactical truck tire contracts, as well as the new HMMWV tire fitment.

We are also working to prepare the future. Our technology centers are working closely with the designers of new military equipment to develop the tires which will best fit the vehicles of the future.



This project is important for us, and we will commit all our resources to make it a success. As President of the Michelin Truck Tire Business World Wide, I can assure you of my total commitment and I will personally follow the progress of this project.

I want to thank the Defense Logistics Agency for considering our proposal. As Michelin has demonstrated through many contracts, including the highly successful U.S. Navy Performance Based Logistics contract, our team of dedicated professionals is indeed totally capable of delivering the right tire, at the right place, at the right time. You have my commitment that Michelin will make this a successful program.

We look forward to the opportunity to work for you on the Tire Privatization Initiative PBL.

Sincerely,

Pete Selleck
President - Truck Tire Division
Group Michelin

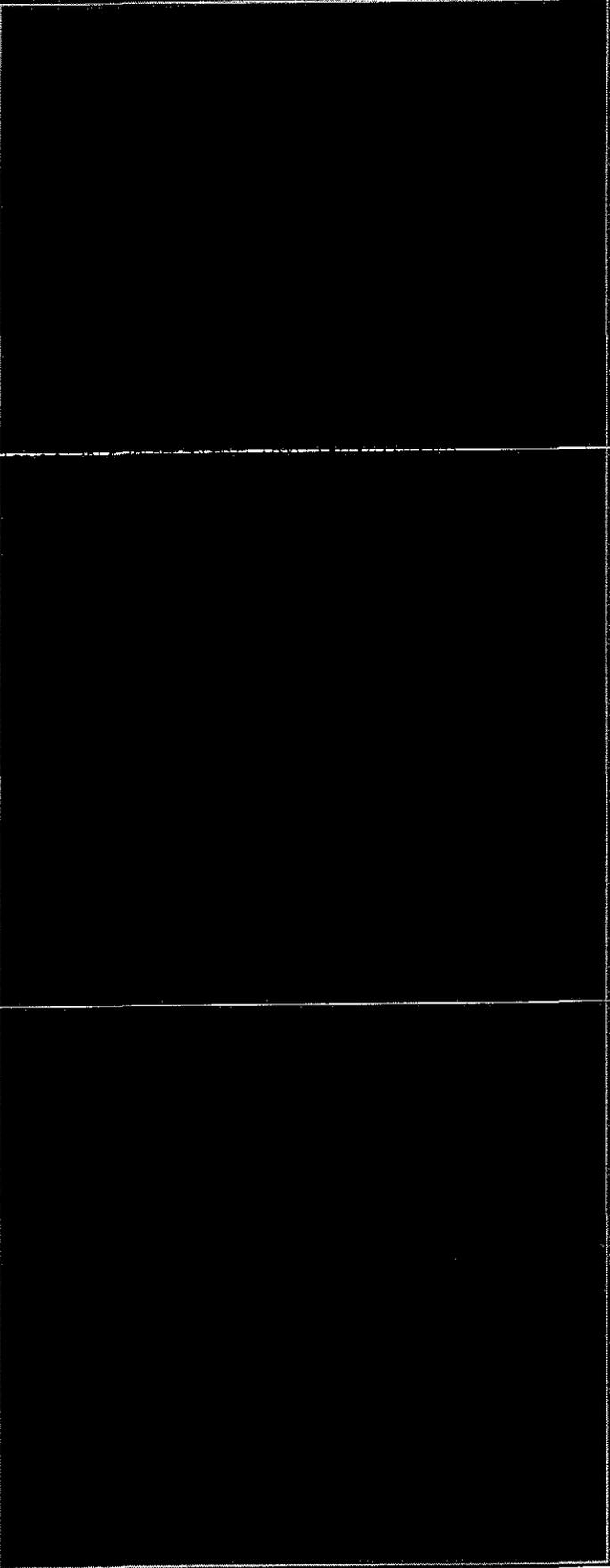
Executive Summary

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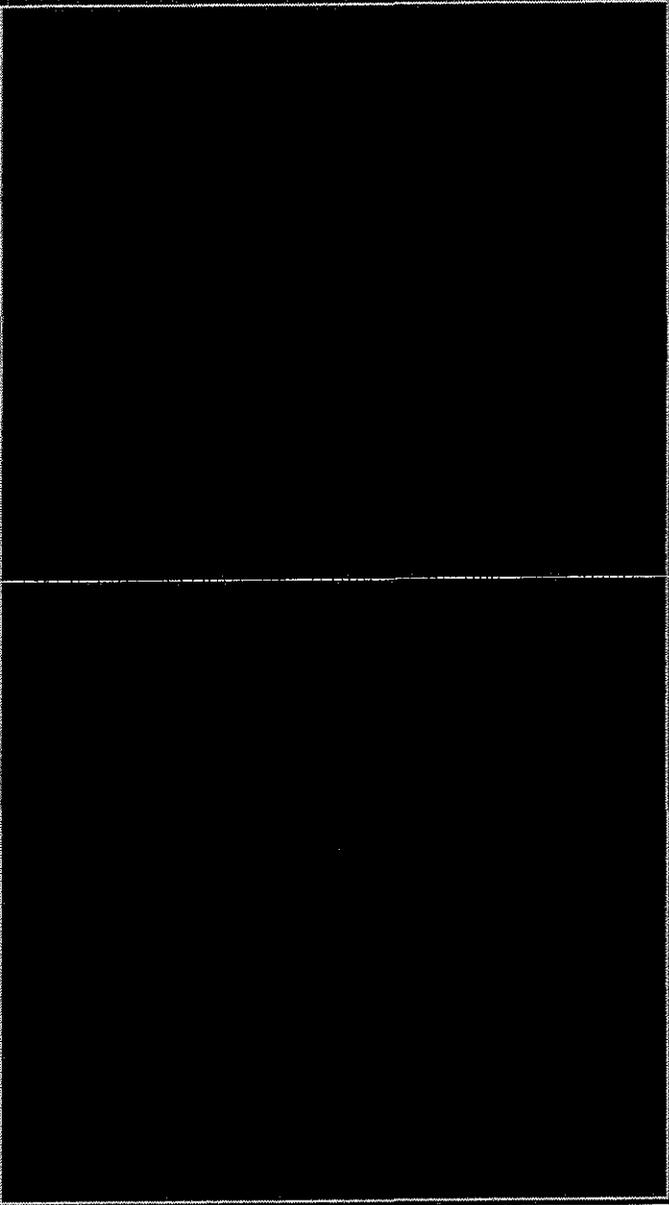


This offer provides DLA a comprehensive, competitive and realistic approach to the management of the manufacture, acquisition and distribution of military tires to U.S. warfighters across the globe. The focus has been to provide the government with a reliable, risk-free offer that meets the government's needs of divesting itself of inventories and eliminating infrastructure and personnel associated with tire management.

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(b) (4)



(b) (4)

(b) (4)

Detailed pricing information can be found as follows:

This offer provides DLA a comprehensive, competitive and realistic approach to the management of the manufacture, acquisition and distribution of military tires to U.S. warfighters across the globe. The focus has been to provide the government with a reliable, risk-free offer that meets the government's needs of divesting itself of inventories and eliminating infrastructure and personnel associated with tire management.

Pricing summaries inclusive of scrap disposal (CLINs 0001, 0002, 0003 and CLINs 5001, 5002, 5003) are found in Tab 6.

Pricing summaries exclusive of scrap disposal (CLINs 0001, 0002, 0003 and CLINs 5001, 5002, 5003) are found in Tab 7.

The elements of this offer are as follows:

Pricing detail, by NSN, inclusive of scrap disposal (CLINs 0001, 0002, 0003 and CLINs 5001, 5002, 5003) is found in Exhibit 1 - Schedule of Supplies - Scrap Removal Included, in Tab 11.

Tire Pricing (CLINs 0001 and 5001)

Pricing detail, by NSN, exclusive of scrap disposal (CLINs 0001, 0002, 0003 and CLINs 5001, 5002, 5003) is found in Exhibit 1 - Schedule of Supplies - No Scrap Removal, in Tab 12.

TPS Pricing (CLINs 0002 and 0003, 5002 and 5003)

- inclusive of scrap tire collection and disposal
- exclusive of scrap tire collection and disposal

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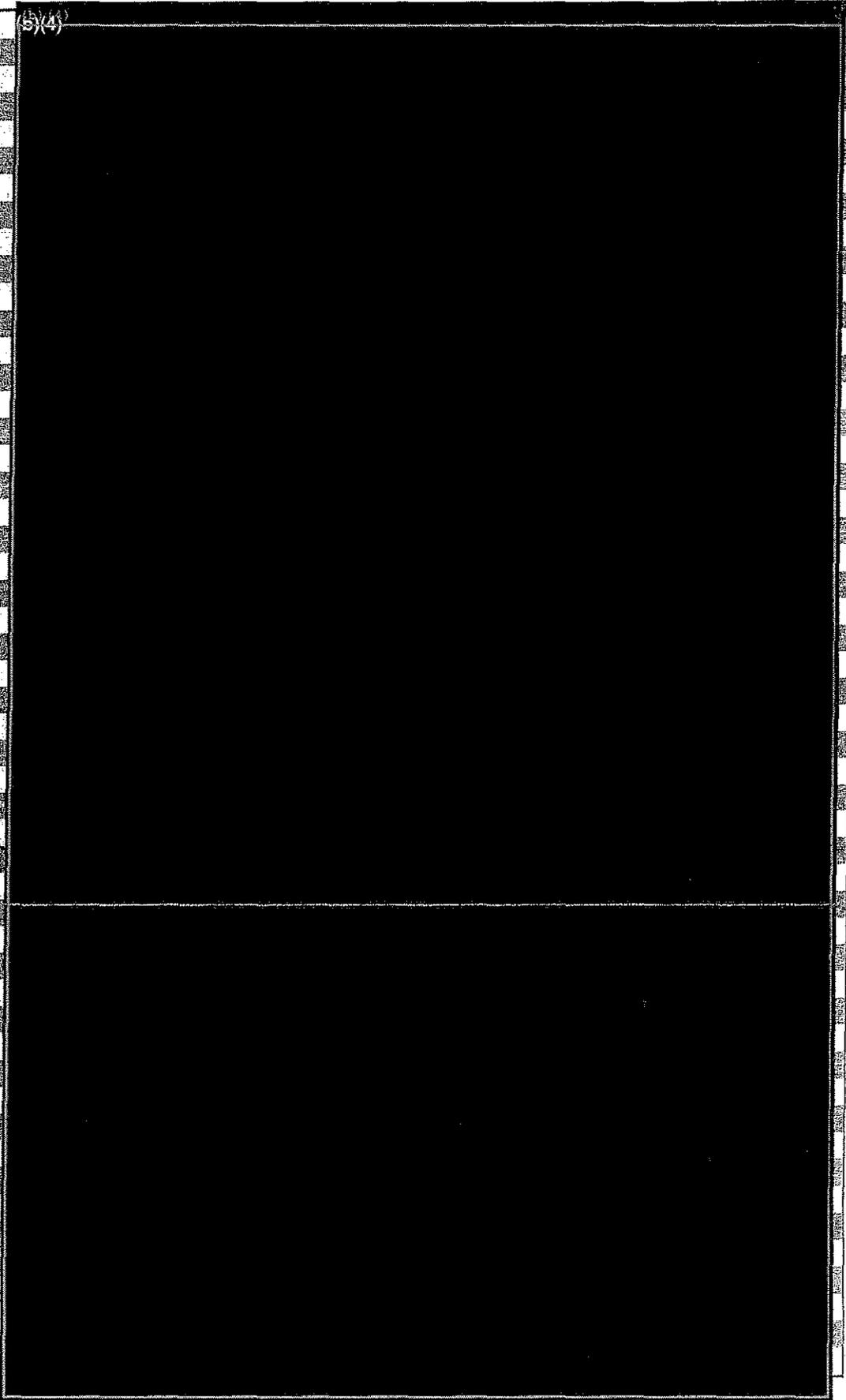
BRAC – Tires Stocking Plan

BRAC Tire NSN	Initial Inventory - Texas	Percentage of Inventory - Texas	Months of Inventory - Stocked*	Initial Inventory - Kuwait	Percentage of Inventory - Kuwait	Months of Inventory - Stocked*
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2610-00-021-196						
2610-00-050-9560						
2610-00-050-9730						
2610-00-050-9840						
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2610-00-050-9880						
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2610-00-237-1045						
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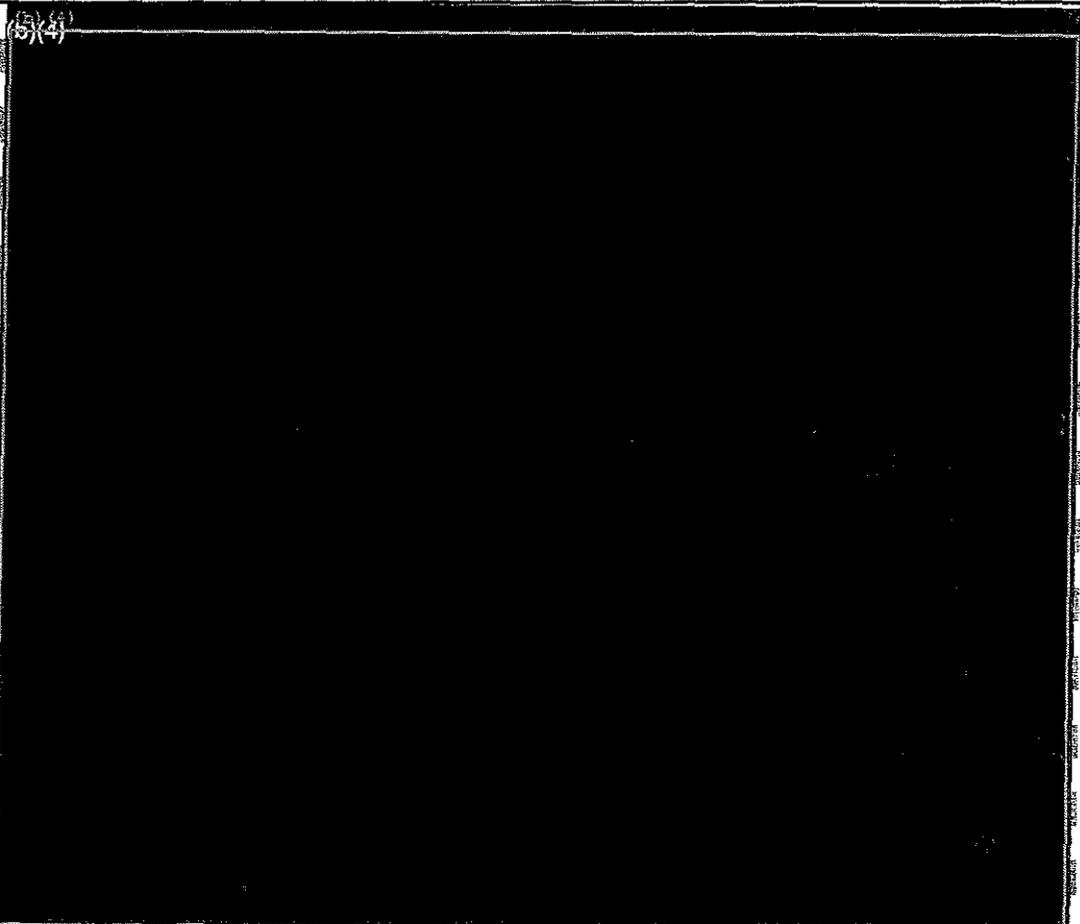
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6210-01-541-4090



(S)(4)

NSNs with a Months of Inventory Stocked percentage of 100% consists of inventory at warehouse locations within the Tires supply-chain.



Executive Summary [D.6].....	ES-1
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Acronym List

3PL	Third Party Logistics Provider
ABVS	Automated Best Value System
ADS	Additional Demand Statistics
ALSC	American Lumber Standards Committee
APQP	Advanced Product Quality Planning
APVW	Automotive Prime Vendor Worldwide
ARFF	Aircraft Rescue and Fire Fighting
ASO	Army Safety Office
ASTM	American Society of Testing Materials
ASV	Armored Security Vehicle made by Textron Marine
ATA	American Trucking Association
BCT	Brigade Combat Team
BEQ	Best Estimated Quantity
BRAC	Base Realignment and Closure
BSM	Business Systems Modernization
CATL	Cooperative Approved Tire List
CBRNE	Chemical/Biological/Radiological/Nuclear/High Yield Explosive
CCP	Container Consolidation Points
CFM	Contractor Furnished Material
CLIN	Contract Line Item Number
CONUS	Continental United States
COTS	Commercial Off the Shelf
CPFR	Collaborative Planning and Forecasting
CTQP	Cooperative Tire Qualification Program
CSCMP	Council of Supply Chain Management Professionals
CTIS	Central Tire Inflation System
DARPA	Defense Advanced Research Projects Agency
DC	Distribution Center
DCX	Division Capstone Exercise
DFAR	Defense Federal Acquisition Regulation
DFAS	Defense Finance & Accounting Services
DLA	Defense Logistics Agency
DND	Department of National Defense
DoD	Department of Defense
DoDAAC	Department of Defense Activity Address Codes
DPMS	Distribution Planning & Management System
DRMO	Defense Reutilization Management Office
DRP	Direct Requisition Procedure
DSCC	Defense Supply Center Columbus
EDI	Electronic Data Interchange
EOE	Electronic Order Entry
EOQ	European Organization for Quality
EPA	Environmental Protection Agency
EPPI	Electronic Programmed Procurement Information
ESA	Engineering Support Activity
ETRTO	European Tire and Rim Technical Organization
FAR	Federal Acquisition Regulation
FASI	Fleet Automotive Support Initiative
FCSR	FASI Customer Support Representative
FEDLOG	Federal Log
FFP	Firm Fixed Price
FMEA	Failure Modes Effects Analysis
FMS	Foreign Military Sales

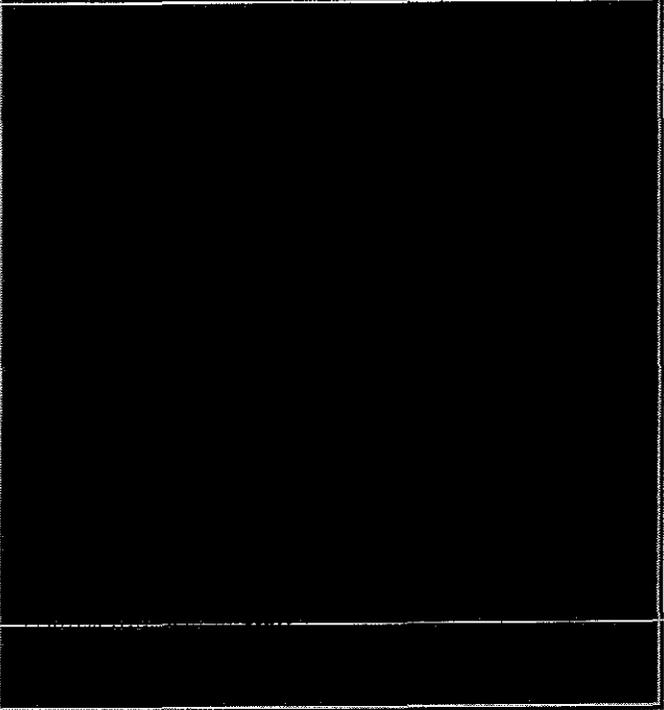
PRB	Performance Review Board
PRT	Pick-up Response Time
PV	Prime Vendor
PVMRO	Prime Vendor Maintenance Repair and Operations
PWS	Performance Work Statement
QDR	Quality Deficiency Report
QPL	Qualified Products List
RFI	Request for Information
RFID	Radio Frequency Identification
RFP	Request For Proposal
RMA	Rubber Manufacturers Association
ROM	Rough Order Magnitude
RRAD	Red River Army Depot
SAE	Society of Automotive Engineers
SAIC	Science Applications International Corporation
SAMMS	Standard Automated Material Management System
SB	Small business
SCIO	Supply Chain Integration Operation
SCM	Supply Chain Model
SCOR	Supply Chain Operations Reference - Model
SDVOSB	Service-disabled veteran-owned small business
SOFA	Status of Forces Agreement
SPC	Statistical Process Control
SQA	Supplier Quality Assurance
SUPAD	Supplementary Address
SWA	Southwest Asia
TAC	Type Address Codes
TACOM	Army Tank-Automotive and Armaments Command
TARDEC	Tank-Automotive Research, Development Engineering Center
TDF	Tire Derived Fuel
TL	Truck load
TPI	Tire Privatization Initiative
TRADOC	US Army Training and Doctrine Command
TRIB	Tire Retread Information Bureau
UDLP	United Defense LP
UIC	Unit Identification Code
UID	Unique Item Identification
USG	United States Government
USMC	United States Marine Corps
VOSB	Veteran-owned small business
WAWF	Wide Area Workflow
WMS	Warehouse Management System
WPM	Wood Packaging Materials

Compliance Matrix

Section ID	Section Title/Requirement	Location
SECTION D	INSTRUCTIONS TO OFFERORS	
D.6.	FORMAT FOR PROPOSALS	VoIs. I, II, III
D.8.	VOLUME I - PRICE PROPOSAL	Vol. I
D.9.	VOLUME II, TECHNICAL	Vol. II
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D.9.1	... how the offeror will manage the complete TPI solution and provide the assurances that the offeror's approach will satisfy the performance requirements.	II.1
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D.9.1(a)	... provide the information [specified] for all its contracts and its critical subcontractor contracts which are currently active or have been completed within the last three (3) years and which involve performance based logistic support similar to that being required...	II.1.A; II.1.A.4
D.9.1(a)	... relevant in demonstrating the offeror's experience in:	
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D.9.1(a)(2)	Supply chain modeling and simulation that provide team members with software supply chain operations and decision support tools.	II.1.A.2
D.9.1(a)(3)	Teaming with manufacturers where sourcing is limited.	II.1.A.3
D.9.1(b)	Organizational Structure:	II.1.B
D.9.1(b)(1)	Organizational structure identifying the responsibilities of the offeror and/or all critical subcontractors relating to the management and oversight of this effort.	II.1.B.1
D.9.1(b)(2)	All key personnel (including subcontractor personnel) that is essential to the successful management and oversight this effort and the responsibilities of those personnel.	II.1.B.2
D.9.1(b)(3)	... manager with overall responsibility ... and the minimum qualifications of this position.	II.1.B.2.1, II.1.B.3
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D.9.1(b)(4)	* Manufacturing approved tires and partnering with approved tire manufacturing sources of supply.	II.1.B.4.2
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D.9.2	... address transition and the full TPI implementation...	II.2.A, II.2.B
D.9.2(a)	Phase I - Transition	II.2.A
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D.9.2(2)	Describe plans to verify and validate the supply chain management approach and operation, insuring a near seamless transition ...	II.2.A.2
D.9.2(3)	Identify the contractor furnished warehouse facilities and the facilities capability to accommodate environmental and storage requirements for contractor supplied tires.	II.2.A.3
D.9.2(4)	List all actions in clear and understandable terms that the Government is to perform in order for the contractor to successfully perform its transition ...	II.2.A.4
D.9.2(b)	Phase II - Full TPI Implementation	II.B
	... offeror's supply chain management process to ensure ... offeror's ability to meet forecasted operational demand.	
	... a description of the development and design of the Supply Chain Management system...	
	... Offeror's Concept of Operations and the Performance Work Statement under Addenda to Far 52.212-4, Contract Terms And Conditions -- Commercial Items.	
D.9.2(b)(1)	... describe... the supply chain model ...	II.2.B.1
D.9.2(b)(1)	... explanation of the data elements that support the supply chain model.	II.2.B.1
D.9.2(b)(1)	... variability in min/max times and most probable time:	II.2.B.1
D.9.2(b)(1)	* To source, plan, make and deliver at each Contractor's warehouse/inventory point for each NSN identified with a projected workload.	II.2.B.1.1
D.9.2(b)(1)	* For inventory asset efficiency by inventory location,	II.2.B.1.2
D.9.2(b)(1)	* In information sharing network process times and constraints, and	II.2.B.1.3
D.9.2(b)(1)	* To plan, pick, load, ship and delivery to customer	II.2.B.1.4
D.9.2(b)(2)	Describe planned approach for:	II.2.B.2
D.9.2(b)(2)	* Development and optimization of the supply chain management system affording year over year efficiency increases in inventory and infrastructure.	II.2.B.2.1
D.9.2(b)(2)	* Implementing data/information sharing across the supply chain management enterprise including OEMs, government agencies and 3rd party logistics/transportation providers.	II.2.B.2.2
D.9.2(b)(2)	* Expediently responding to and meeting both planned and unplanned variability in customer demand (e.g., surge demand).	II.2.B.2.3
D.9.2(b)(2)	* Expediently meeting production variability and unplanned disruption in sourcing, manufacture and delivery capacity/capability including diminishing manufacturing sources.	II.2.B.2.4

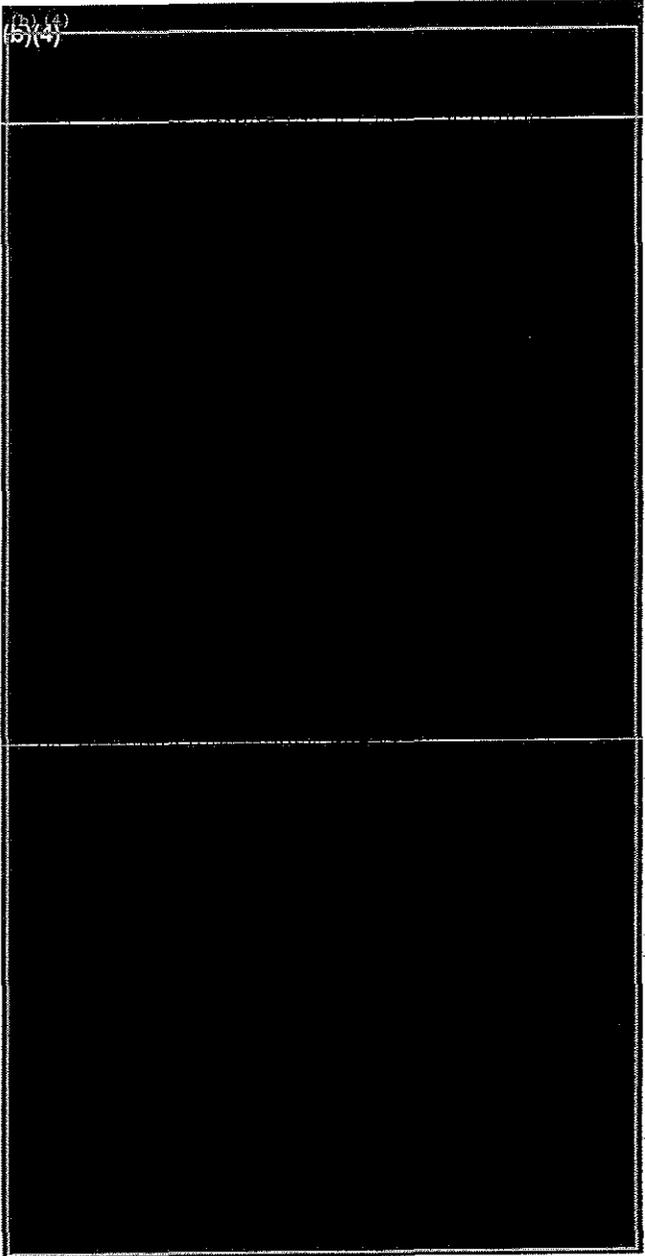
Section ID	Section Title/Requirement	Location
P1 - 3.1	During the first 270 days after the contract start date the following events...	II.2.A.1.2
P1 - 3.2	If RFI tires for any tire type are exhausted from CONUS Government warehouses after the initial 90 days of Phase I...	II.2.A.1.3
P1 - 3.3	Beginning on the 181 day after contract start date, the following events ...	II.2.A.1.4
P1 - 3.4	Upon the 271 day after contract start date, the following events will occur:	II.2.A.1.4; 2.B
P2	PERFORMANCE WORK STATEMENT FOR PHASE II, FULL TPI IMPLEMENTATION	II.B
P2 - 1.0	INTRODUCTION	II.2.B
P2 - 1.1	...Phase II Activities shall begin 271 days after date of contract start date, ...	II.2.B
P2 - 1.2	In supplying tires... comply with the following baseline requirements ...	II.2.B
P2 - 2.0	PHASE II ACTIVITIES	II.2.B
P2 - 2.1	... provide all support and management effort necessary ...	II.1.B, II.2.B
P2 - 2.2	...participate in Performance Review Boards (PRBs) ...	II.2.A.1.2, 2.B
P2 - 2.3	... provide the complete TPI solution for the applicable tires to support demand and disposal requirements ...	II.2.B
P2 - 2.4	... Contractor warrants all items covered by this contract...	II.ES
P2 - 2.5	RFI tires returned by customers to the DLA depot system shall be declared excess ...	II.2.B
P2 - 2.6	... supply tires at a price equal to or less than currently being paid ...	II.ES, II.2.A.4
P2 - 3.0	FOREIGN MILITARY SALES (FMS) REQUISITIONS	II.2.B
P2 - 3.1	COOPERATIVE LOGISTICS SUPPLY SUPPORT ARRANGEMENT (CLSSA)	II.2.B
P2 - 3.2	INITIAL SUPPORT AND DIRECT REQUISITION PROCEDURE (DRP)	II.2.B
P2 - 3.3	EXCESS DEFENSE ARTICLES	II.2.B
P2 - 3.4	FMS CUSTOMER SUPPORT	II.2.B
P2 - 3.5	CONFIGURATION MANAGEMENT	II.2.B, II.B.5
P2 - 4.0	USED/SCRAP TIRE PROGRAM	II.2.B.6
P2 - 5.0	WORKLOAD DEMAND	II.1.B.4.1
P2 - 5.1	SURGE DEMAND	II.1.B.4.1
P2 - 5.2	TIRES HAVING NO FORECASTED DEMANDS	II.1.B.4.1
P2 - 6.0	LOGISTICS RESPONSE TIME (LTR)	II.1.B.3
P2 - 7.0	PICK-UP RESPONSE TIME	II.1.B.3
P2 - 8.0	RELIABILITY MANAGEMENT	II.2.B.4
P2 - 9.0	ESTABLISHING OR MAINTAINING APPROVED SOURCES	II.2.B.4 II.2.B.7
P2 - 10.0	CONFIGURATION MANAGEMENT	II.2.B.4
P2 - 10.1	CONFIGURATION MANAGEMENT	II.2.B.4
P2 - 10.2	CONFIGURATION MANAGEMENT / DEVIATIONS	II.2.B.4
P2 - 10.3	NOTIFICATIONS RELATING TO CONFIGURATION MANAGEMENT	II.2.B.4
P2 - 10.4	MAINTAINING THE COOPERATIVE APPROVED TIRE LIST (CATL)	II.2.B.5
P2 - 11.0	OBSOLESCENCE MANAGEMENT	II.2.B.8
P2 - 12.0	DATA REPORTING REQUIREMENTS	II.2.B.6
P2 - 12.1	REQUISITION PROCESSING	II.2.B.6
P2 - 12.2	TIRES AND DISPOSAL TRACKING	II.2.B.6
P2 - 13.0	PACKAGING, WAREHOUSING AND TRANSPORTATION	II.2.A.3
P2 - 13.1	PACKAGING	II.2.A.3
P2 - 13.2	WAREHOUSING AND STORAGE REQUIREMENTS	II.2.A.3
P2 - 13.3	TRANSPORTATION	II.2.B.4
P2 - 13.4	TRANSPORTATION OF USE / SCRAP TIRES	II.2.B.6
P2 - 14.0	QUALITY ASSURANCE PROVISIONS	II.2.B.5
P2 - 14.1	QUALITY SYSTEM REQUIREMENT	II.2.B.5
P2 - 14.2	GOVERNMENT ACCESS TO FACILITIES	II.2.B.5
P2 - 14.3	QUALITY DATA	II.2.B.5
P2 - 15.0	CUSTOMER SERVICE SUPPORT	II.2.B.2.8
P2 - 16.0	OPERATING ENVIRONMENT	II.2.B.7
P2 - 17.0	CONTRACT EXIT PHASE INTEGRATED PRODUCT TEAM	II.2.C
P3	PERFORMANCE WORK STATEMENT FOR PHASE III, CONTRACT EXIT	II.2.C
P3 - 1.0	INTRODUCTION	II.2.C.1
P3 - 2.0	ON-HAND BALANCES AND PROJECTED BALANCES AT CONTRACT END DATE	II.2.C.2
P3 - 3.0	CONTRACTOR SUPPLY OF WHOLESALE INVENTORY	II.2.C.2
P3 - 4.0	DATA	II.2.C.3
P3 - 4.1	... provide to the Government for all tires supplied and stored ...	II.2.C.3
P3 - 4.2	... provide the Government with a list of items(s) that are expected to become obsolete ...	II.2.C.4

(b)(4)



- warehouse management and operations
- Packaging and Shipping Preparation
- Transportation Management
- Transportation to CONUS and OCONUS locations
- U.S. and Foreign Customs Clearance
- Obsolescence Management
- Customer Support Services
- Data Management and Reporting
- Environmental, Safety, and Occupational Health matter relating to the above services
- Costs relating to the administration of reporting and tracking for Michelin and for eventual reporting to DSCC

(b)(4)



Particular cost components include:

- Demand planning & forecasting activities
- Administration of Supply Agreements for sourcing tires from competitors
- Scrap tire disposal – order management and routing; vendor notification; reporting & tracking; transportation and tire disposal
- Inventory financing and insurance
- Order processing and fulfillment
- Planning
- Quality control
- Supplier management
- Item management
- Inventory management

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 Armor/Tactical Vehicles, vehicles, and equipment end-items application. In general, the solicitation/contract requires a complete supply chain management solution for the supply, storage and distribution of all DLA managed land based vehicles requiring use of a tire 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: LUC M. MINGUET

Position: CHIEF OPERATING OFFICER, MICHELIN AMERICAS TRUCK TIRES

Phone Number: 864-458-4600

Fax Number: 864-458-4300

E-Mail Address: luc.minguet@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.

NAME OF OFFEROR OR CONTRACTOR

Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b.)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) [] The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) [] The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs none. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes for this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

(b)(4)

Our offer provides DLA a fully compliant, comprehensive, competitive and realistic approach to managing the manufacture, acquisition, and distribution of military tires to U.S. warfighters across the globe. Figure ES-1 illustrates the key features and benefits of our proposal.

In order to support DLA and the warfighter effectively, the TPI contractor is responsible not only for ensuring its own ability to outfit the United States' increasingly mobile fighting force, but also for safeguarding the vitality and balance of the global military tire industrial base. The Michelin MTT stands prepared to meet this challenge.

(b)(4)

(b)(4)

Why the Michelin Military Tire Team?

The Michelin MTT maintains an absolute and overriding commitment to meeting the U.S. Army's ground tire needs. Only the Michelin MTT has the manufacturing and procurement capacity and capability, technical leadership, financial stability, supply chain management experience, Web- and EDI-based IT systems, and global warehousing facility infrastructure to meet DLA's TPI requirements. The Michelin MTT is unique in the industry and brings to this initiative the mission and technical expertise to be successful as well as the commitment of the whole Michelin Group to support this effort.

(b)(4)

(b)(4)

(b)(4)

(b)(4)

has been minimized, and there is full compliance with the RFP. The transition into TPI has been designed to be completely seamless for both the government and the warfighter. The quality of our past performance in meeting the U.S. military's needs confirms our ability to perform this work successfully.

(b)(4)

The Michelin MTT's proposal will meet or exceed stated on-time delivery requirements, using its technologies, expertise, and business practices. The Michelin MTT understands DLA's objectives, and its solution is managed by people who already understand tires and supply chains, and who employ the latest technology systems—many of which are currently interfaced with DLA.

The Michelin MTT fully understands the scope and complexity of this task. We are presenting a complete performance strategy, capable of supporting all demand requirements in a streamlined, integrated fashion. All facets of our proposal are realistic and reasonable; risk



US Army Tank-automotive and Armaments Command
6501 E. 11 Mile Road
Warren, Michigan 48397-5000

September 19, 2003

Office of the Commanding General

Dear Mr. Micali:

I would like to express my sincere appreciation for your exemplary performance in expediting delivery of critically required tires in support of our US Army soldiers during Operation Iraqi Freedom.

Your outstanding performance reflects great credit on your professional skills and teamwork, and clearly epitomizes TACOM's motto, "Committed to Excellence." Your efforts are certainly deserving of this recognition.

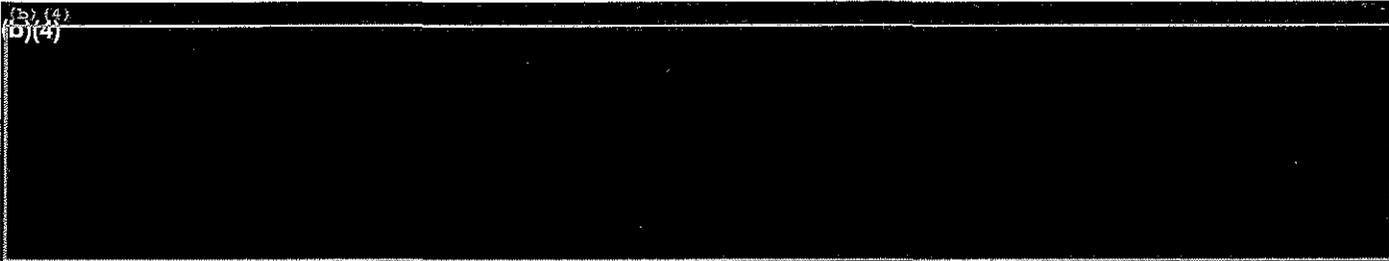
Thanks again for a job well done!

Sincerely,

N. Ross Thompson III
Major General, US Army
Commanding

Mr. James M. Micali
Michelin North America Incorporated
One Parkway South
Greenville, South Carolina 29615

Figure ES-5. Michelin's Exemplary Performance in Operation Iraqi Freedom Elicited this Letter of Thanks from Major General N. Ross Thompson, III



BRAC – Tires
Stocking Plan
(Figure 1.B-8)

BRAC Tire NSN	Initial Inventory - Texas	Percentage of Inventory - Texas	Months of Inventory - Stocked*	Initial Inventory - Kuwait	Percentage of Inventory - Kuwait	Months of Inventory - Stocked*
2610-00-000-0182	(b)(4)					
2610-00-021-1961						
2610-00-050-9560						
2610-00-050-9730						
2610-00-050-9840						
2610-00-050-9870						
2610-00-050-9880						
2610-00-051-0060						
2610-00-051-0210						
2610-00-051-1270						
2610-00-051-1580						
2610-00-051-1730						
2610-00-060-8873						
2610-00-060-8887						
2610-00-060-8905						
2610-00-060-8906						
2610-00-060-9959						
2610-00-060-9960						
2610-00-061-1123						
2610-00-102-0968						
2610-00-115-2564						
2610-00-139-3701						
2610-00-139-4597						
2610-00-142-5135						
2610-00-142-5160						
2610-00-142-5389						
2610-00-163-0416						
2610-00-163-0418						
2610-00-163-0419						
2610-00-163-0420						
2610-00-163-0429						
2610-00-177-6878						
2610-00-191-1023						
2610-00-204-2545						
2610-00-204-3939						
2610-00-204-4016						
2610-00-204-4026						
2610-00-204-4029						
2610-00-204-4033						
2610-00-204-4060						
2610-00-204-4091						
2610-00-227-0353						
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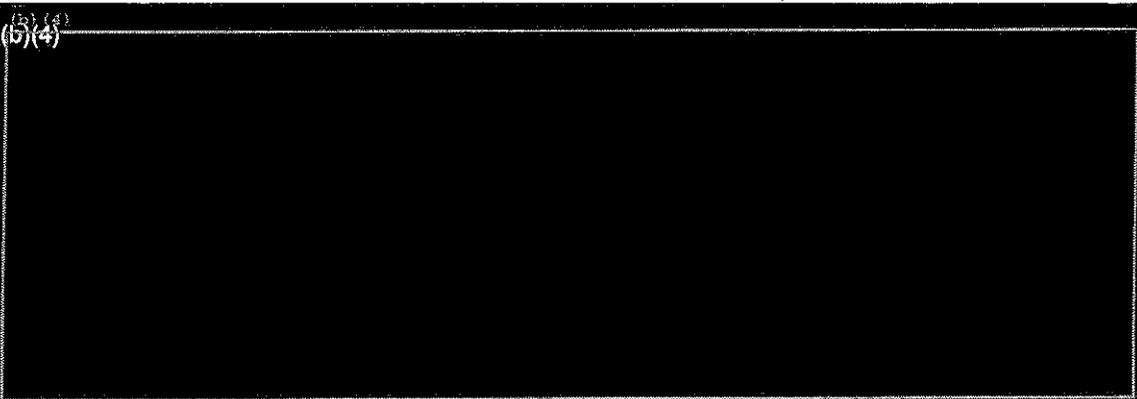
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(b)(4)

NISNs within Months of locations within the Tires supply-chain.

2.A (b)(4)

Phase I is a transition phase lasting 270 days from the contract start-up date. Its purpose is to ensure a smooth transfer of the following areas of responsibility from the government to the contractor under this initiative:

- ◆ Finance (contractor-owned inventory)
- ◆ Order processing and fulfillment
- ◆ Planning
- ◆ Quality
- ◆ Procurement/purchasing
- ◆ Supplier management
- ◆ Item management
- ◆ Inventory management
- ◆ Warehouse management and operation
- ◆ Transportation management
- ◆ Packaging/shipment preparation
- ◆ Transportation (CONUS and OCONUS)
- ◆ U.S. and foreign customs clearance
- ◆ Obsolescence management
- ◆ Reverse logistics of casings/carcasses
- ◆ Disposal of unusable casings
- ◆ Disposal of consumable tires
- ◆ Customer support services
- ◆ Data management
- ◆ Environmental, safety, and occupational health (ESOH) matters relating to the above services.

Any government-owned Ready for Issue (RFI) tires will remain in government warehouses. We will continue report requisitions to government warehouses where RFI tires will be issued, shipped, and delivered to the requisitioners.

Figure 2.A-1 presents a timeline of the three major stages in this process of wholesale inventory attrition and transfer. During Stage 1 (Days 1 through 90), the government will supply all tires; in Stage 2 (Days 91 through 180), the contractor will supply any tires the government does not have in stock; and in Stage 3 (Days 181 and on), the contractor will supply all tires. The sequence of transition activities described below will ensure that the transfer of both stock and responsibilities from the government to the contractor happens smoothly and seamlessly.

(b)(4)

(b)(4)

(b)(4)

(b)(4)

- ◆ Subcontracting plan goals for small businesses
- ◆ Previous PRB open-action items/new-action items.

Michelin will provide PRB minutes, meeting slides, and a summary of agreed-upon action items and milestones within 14 days after each PRB.

2.A.1.3 Stage 2: Contractor Supplies Any Tires the Government Does Not Have in Stock

Days 91 through 180

If RFI tires (for any tire type) have been exhausted from CONUS government warehouses after the initial 90 days of Phase I, Michelin will ship those tires from its warehouse.

(b)(4)

During the PRB meetings, the Michelin MITT will provide information regarding the status of schedules, program goals, and any process improvement initiatives, and will issue progress and performance reports on all tasks defined in the performance work statement (PWS). Specifically, we will report on the status of 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
- ◆ Production issues
- ◆ Return (disposal) issues
- ◆ Transportation issues
- ◆ Sub-vendor/industrial base issues
- ◆ Depot issues
- ◆ FMS issues (if applicable)
- ◆ Demand data by national stock number (NSN) and location

Company/ Contract Name	Contract Number	Procuring Officer Name/Address	ACO Name/Address	Monetary Value	Description of Work
SAIC/Automotive Prime Vendor Worldwide (APVW)	SP0760-04-D-9704	Jann Cook DSC-Columbus 3990 E. Broad St. Columbus, OH 43213	Tiffany Givens-Barnett DSC-Columbus 3990 E. Broad St. Columbus, OH 43213	\$150 million	(b)(4)
SAIC/Prime Vendor Maintenance Repair and Operations (PVMRO)	SP0500-04-D-BP06; SP0500-02-D-0121, SP0500-04-D-BP06, SP0500-04-D-BP08, SP0500-04-D-BP12, SP0500-04-D-BP15, SP0500-04-D-BP24	Chet Evanitsky DSC-Philadelphia 700 Robbins Avenue, Philadelphia, PA 19111	Teri Ferrante DSC-Philadelphia 700 Robbins Avenue, Philadelphia, PA 19111	\$4.2 billion	(b)(4)
					SAIC also provides product kitting, on-site storefront management, and incidental services contracting to satisfy customer projects. Customers may search for various products and place orders from our national catalog that includes more than 200,000 maintenance, repair,

3.1 Master Index Table [D.9.3(f)]

Company/ Contract Name	Contract Number	Procuring Officer Name/Address	ACO Name/Address	Monetary Value	Description of Work
Michelin/U.S. Navy Performance Based Logistics	N0038300D042G	Susan Stein NAVICP 700 Robbins Ave Philadelphia, PA 19111	Kristen Michell DCMDE-Atlanta/DLA 10368 Wallace Alley St., Ste. 15 Kingsport, TN 37663	\$261.3 million	Michelin provides aircraft tire demand planning, production planning, and tire manufacture of new and retread aircraft tires for the U.S. 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 (b)(4)
Michelin/ US Army TACOM HEMTT Retrofit Program & Replacement Tire Supply	DAAE07-02-D-T031	Catherine Ham TACOM Warren AMSTA-LC-CJT Warren, MI 48397	Bruce Raleigh TACOM Warren AMSTA-LC-CJT Warren, MI 48397	\$84.1 million	There were two objectives for this FFP contract: the Palletized Loading System (PLS), and the replacement of PLS, and the retrofit of all all U.S. Army Heavy Expanded Mobility Tactical Trucks (HEMTT's) from tube type tires on multi-piece wheels to tubeless tires on tubeless wheels and support of replacement demands for operational HEMTT's, Heavy Equipment Transporter's (HET's), USMC Medium Tactical Vehicle (b)(4)
Michelin/M1000 (HETs) Trailer OE and Replacement Tires	DAAE07-02-D-T085	Catherine Ham TACOM Warren AMSTA-LC-CJT Warren, MI 48397	David Epskamp TACOM Warren AMSTA-LC-CJT Warren, MI 48397	\$18.8 million	There were two objectives for this FFP contract: the re-supply of tires to the U.S. Army for fielded and deployed M1000 Heavy Equipment Transport Trailers, and the provisioning of the same tires for OEM trailer production and recapitalization.
SAIC/Fleet Automotive Support Initiative (FASI)	SP0750-01-D-9706; SP0750-00-D-9714, SP0750-00-D-9715, SP0750-00-D-9716	Jann Cook DSC-Columbus 3990 E. Broad St. Columbus, OH 43213	Tiffany Givens-Barnett DSC-Columbus 3990 E. Broad St. Columbus, OH 43213	\$600 million	SAIC's FASI provides distribution and supply chain management for CONUS Army and Marine Corps for more than 1,500 unique items covering wheeled and tracked vehicles such as HMMWVs, M1A1 tanks, and 5 ton trucks. (b)(4)

R1 U.S. Navy Performance Based Logistics (PBL)

Michelin N.A.

Contract Number	Contract Type	Contract Value
N0038300D042G	Firm Fixed Price (FFP)	\$261.3 million
Period of Performance	Customer Agency	
October 2000–October 2005, extended to October 2010	Naval Inventory Control Point (NAVICP)/Defense Logistics Agency (DLA)	
Description of Work Performed		
Michelin provides aircraft tire demand planning, production planning, and tire manufacture of new and retread aircraft tires for the U.S. Navy aircraft, all 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)		
(b)(4)		

R2 U.S. Army TACOM Heavy Expanded Mobility Tactical Truck (HEMTT) Retrofit Program and Replacement Tire Supply

Michelin N.A.

Contract Number	Contract Type	Contract Value
DAAE07-02-D-T031	FFP	\$84.1 million
Period of Performance	Customer Agency	
February 2002–February 2006	U.S. Army TACOM Life-Cycle Management	
Description of Work Performed		
There were two objectives of this FFP contract: (1) the retrofit of all U.S. Army HEMTTs from tube type tires on multipiece wheels to tubeless tires on tubeless wheels and (2) support of replacement demands for operational HEMTTs, HETs, USMC MTRVs, and the Palletized Loading System (PLS). (b)(4)		
(b)(4)		
Description of Relevance		
(b)(4)		

R3 M1000 Heavy Equipment Transport (HET) Trailer OE and Replacement Tires Michelin N.A.

Contract Number	Contract Type	Contract Value
DAAE07-02-D-T085	FFP	\$18.8 million
Period of Performance	Customer Agency	
August 2002–August 2005	TACOM	
Description of Work Performed		
Under this FFP contract, Michelin was responsible for the resupply of tires to the U.S. Army for fielded and deployed M1000 HET trailers and the resupply of tires for OEM trailer production and recapitalization.		
(b)(4)		
(b)(4)		

R4 Fleet Automotive Support Initiative (FASI)

SAIC

Contract Number	Contract Type	Contract Value
SP0750-01-D-9706; SP0750-00-D-9714; SP0750-00-D-9715, SP0750-00-D-9716	FFP	\$600 million (ceiling)
Period of Performance	Customer Agency	
May 2000–May 2010	DSC-Columbus	
Description of Work Performed		
Distribution and supply chain management of CONUS Army/Marine Corps for than 1,500 unique items covering wheeled and tracked vehicles, such as HUMVEEs, tanks, and 5-ton trucks. The customized service provided by SAIC...		
(b)(4)		
(b)(4)		

R5 Automotive Prime Vendor Worldwide (APVW)

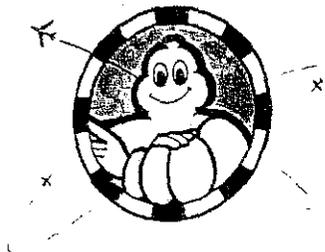
SAIC

Contract Number	Contract Type	Contract Value
SPO0760-04-D-9704	FFP	\$150 million
Period of Performance	Customer Agency	
November 2003–November 2013	DSCC	
Description of Work Performed		
Distribution and supply chain management of ground vehicle repair parts for CONUS and OCONUS DoD end users. SAIC provides expedited delivery of NSNs and CAGE and part number requisitions. The contract also includes non-price-listed items ("spot buys") and low volume, hard-to-find items in support of ground vehicle repair parts for 220 U.S. military bases throughout the world. The APVW contract covers approximately 500 priced NSNs and 13,000 part number items, and uses more than 1,600 CAGE codes to support spot buys. (b)(4)		
(b)(4)		
(b)(4)		
(b)(4)		

R6 Prime Vendor Maintenance, Repair, and Operations (PVMRO)

SAIC

Contract Number	Contract Type	Contract Value
SP0500-04-D-BP06; 6 regional contracts for this Prime Vendor program: SP0500-02-D-0121, SP0500-04-D-BP06, SP0500-04-D-BP08, SP0500-04-D-BP12, SP0500-04-D-BP15, SP0500-04-D-BP24	FFP	\$4.2 billion (ceiling)
Period of Performance	Customer Agency	
July 2002–September 2012	DSC-Philadelphia	
Description of Work Performed		
Under the PVMRO contracts, SAIC sources, supplies, and delivers building and construction products, including plumbing; electrical; heating, ventilation, and air conditioning (HVAC); lumber; paint; small tools; and associated hardware and building materials to end users at 200 federal ordering activities. SAIC manages this large, complex prime vendor program. (b)(4)		
(b)(4)		
(b)(4)		
(b)(4)		



August 30, 2006

Susan Stein / 0265.11
U.S. Naval
Inventory Control Point
700 Robbins Avenue
Philadelphia, PA 19111

Subject: Client Authorization Letter

Dear Ms. Stein:

We are responding to a Defense Logistics Agency (DLA) Request for Proposals, SP0700-06-R-7022 AND SP0700-06-R-7023, to provide worldwide support for all of DOD tire requirements to include logistics.

The DLA is placing increased emphasis in their acquisitions on past performance as a source selection factor. They are requiring those clients of entities responding to their solicitation to be identified, and their participation in the evaluation process is requested. In the event that you are contacted for information on work performed, you are hereby authorized to respond to those inquiries.

We have identified Ms. Susan Stein of your organization as the point of contact based on her knowledge of our work. Your cooperation is appreciated. Any questions may be directed to Robert Sevenser at (864) 458-4361.

Sincerely,

Okchin McDonald
Okchin McDonald
Military Sales Coordinator



September 1, 2006

Chet Evanitsky
Defense Supply Center Philadelphia
700 Robbins Avenue,
Philadelphia, PA 19111-5096
(215) 737-8048

Dear Mr. Evanitsky,

We at Science Applications International Corporation (SAIC) are responding to a Defense Logistics Agency (DLA) Request for Proposal, SP0700-06-R-7022, to provide worldwide support for all of DOD tire requirements to include logistics.

The DLA is placing increased emphasis in their acquisitions on past performance as a source selection factor. They are requiring those clients of entities responding to their solicitation to be identified, and their participation in the evaluation process is requested. In the event that you are contacted for information on work performed, you are hereby authorized to respond to those inquiries.

We have identified Ms. Teri Ferrante of your organization as the point of contact based on her knowledge of our work on the Prime Vendor Maintenance Repair and Operations (PV MRO) contracts. Your cooperation is appreciated. Any questions may be directed to Mr. Michael McGovern of SAIC at (973) 439-2804, or michael.mcgovern@saic.com. We thank you in advance for your assistance in helping us meet this proposal requirement.

Sincerely,

Joseph Tomei
Contract Manager
Supply Chain Integration Operation
Logistics and Engineering Solutions Business Unit



September 21, 2000

Defense Supply Center – Columbus
DSCC-DR
ATT: Solicitation SP0700-06-R-7022
P.O. Box 3990
Columbus, OH 43218-3990

Dear Sir or Madam:

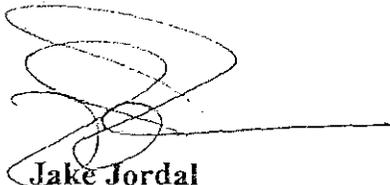
Attached you will find the two copies of the Michelin North America TPI Proposal oral presentation in DVD format. One hard copy of the numbered power point slides is included. For ease of reference, we have also included a copy of the power point presentation on CD.

All of the individuals presenting in the oral presentation are employees of either Michelin or SAIC. Their names, affiliation and responsibilities are shown below, and in more detail in the presentation.

Jake Jordal	Michelin	Director Military Products
Barry Bomier	Michelin	TPI Program Manager
Fred Wheeler	Michelin	Military Products Technical Manager
Doug Jones	Michelin	Field Engineering Manager
Cindy Rhodes	Michelin	Customer Service Manager
Ginny Kelly	SAIC	Logistics Manager
Dave Mercadante	SAIC	Delivery Operations Manager
John Verlangieri	SAIC	Information Technology Manager

If you have any questions, please do not hesitate to contact:

Jake Jordal	jake.jordal@us.michelin.com	864-458-5979
Barry Bomier	barry.bomier@us.michelin.com	248-649-8265



Jake Jordal
Director Military Products
Michelin North America