



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

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PIIN/SIIN W56HZV-04-C-0221

MOD/AMD P00016

**Name of Offeror or Contractor:** OSHKOSH TRUCK CORP.SECTION A - SUPPLEMENTAL INFORMATION  
MODIFICATION P00016

1. The purpose of Modification P00016 is to award an Undefined Contractual Action (UCA) to Contract W56HZV-04-C-0221, for the installation of 18 each, HEMTT and 43 each, Palletized Load System vehicle Crew Protection Kits (CPK) and Air Conditioning Kits (AC). This is a firm, fixed priced effort. The ceiling price for this effort is \$1,133,367.26.
2. In performing this undefinitized modification to Contract W56HZV-04-C-0221, Oshkosh Truck Corporation is not authorized to make expenditures or incur obligations exceeding \$566,683.63 (50% of the ceiling price) for this action under Modification P00016. The maximum amount for which the Government shall be liable if this portion of the contract is terminated is \$566,683.63.
3. The Contractor agrees to begin promptly negotiating with the Contracting Officer, the terms of a definitive contract modification that will include:
  - a. All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of this undefinitized modification to the contract,
  - b. All clauses required by law on the date of execution of the definitized contract, and,
  - c. any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit other than cost and pricing data supporting its proposal.
  - d. The estimated schedule of definitizing the effort under this Modification is as follows:
    - Target Date of Definitization: 15 DEC 2004
    - Submission of Proposal: 15 OCT 2004
    - Negotiations Commence: 20 OCT 2004
  - e. If agreement on a definitive Modification P00016 to contract W56HZV-04-C-0221 is not reached by the target date above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contract appeal as provided in the Dispute clause. In any event, the Contractor shall proceed with completion of the contract, subject to the Limitation of Government Liability clause.
    - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--
      - (i) All clauses required by the FAR on the date of execution of this Modification P00016 to the contract for either fixed price contracts, as determined by the Contracting Officer under this paragraph (3).
      - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
      - (iii) Any other clauses, terms, and conditions mutually agreed upon.
  - f. Upon signature of this Modification P00016 by the Government's Contracting Officer, the Contractor shall proceed with performance of the work, including purchase of necessary materials.
4. The Scope of Work appears in the attached Section C.
5. The list of Government Furnished Equipment (GFE) appears as Attachment 011 in the attached Section J.
6. The following clauses apply and are added to this UCA Modification:
  - 52.216-23 Execution and Commencement of Work (APR 1984)
  - 52.216-24 Limitation of Government Liability (APR 1984)
  - 252.217-7027 Contract Definitization (OCT 1998).
7. All other terms and conditions of Contract W56HZV-04-C-0221 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 018 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0221 MOD/AMD P00016

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0017	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall complete the installation of 18 each HEMTT, and 43 each PLS CPK and AC kits in accordance with the Scope of Work located in Section C of this Modification P00016</p> <p>The total ceiling price for efforts described in subCLINs 0017AA, 0017AB is \$1,133,367.26. The negotiated definitized amount shall not exceed \$1,133,367.26.</p> <p>(End of narrative B001)</p>																																		
0017AA	<p><u>18 EACH, HEMTT CPK AND AC INSTALLATION</u></p> <p>NOUN: INSTALLATION COSTS-ARMOR                      PRON: J642D657J6 PRON AMD: 01 ACRN: AA                      AMS CD: 51108992015</p> <p>The amount obligated under this subCLIN represents 50% of the total ceiling price amount for the installation of 18 each HEMTT CPK and AC Kits It represents the Government's limitation of liability under Section I of this Modification.</p> <p>UNDEFINITIZED UNIT PRICE: \$18,240.02</p> <p>Contractor may invoice the subCLIN using the not to exceed unit price of \$18,240.02. The total amount invoiced may not exceed \$164,160.18 prior to definitization (50% of the total ceiling amount obligated under this subCLIN).</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td>Y00000</td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>18</td> <td>26-DEC-2004</td> <td></td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		Y00000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	18	26-DEC-2004				18	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ <u>164,160.18</u> \$ <u>328,320.36</u>
DOC	SUPPL																																		
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CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W56HZV-04-C-0221 MOD/AMD P00016

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0221 MOD/AMD P00016

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0017AB	<p>43 EACH, PLS CPK AND AC INSTALLATION</p> <p>NOUN: INSTALLATION COSTS-ARMOR                      PRON: J642D657J6 PRON AMD: 01 ACRN: AA                      AMS CD: 51108992015</p> <p>The amount obligated under this subCLIN represents 50% of the total ceiling price amount for the installation of 43 each PLS CPK and AC Kits. It represents the Government's limitation of liability under Section I of this Modification.</p> <p>UNDEFINITIZED UNIT PRICE: \$18,722.02</p> <p>Contractor may invoice the subCLIN using the not to exceed unit price of \$18,722.02. The total amount invoiced may not exceed \$402,523.45 prior to definitization (50% of the total ceiling amount obligated under this subCLIN).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>Y00000</td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>43</td> <td>26-DEC-2004</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	Y00000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	43	26-DEC-2004			43	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 402,523.45 \$ 805,046.90
DOC	SUPPL																													
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001	43	26-DEC-2004																												

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**Name of Offeror or Contractor:** OSHKOSH TRUCK CORP.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK  
CPK and AC Installation  
HEMTT and PLS Vehicles

C.9 Description. The Contractor shall install Government-furnished Add on Armor and Air Conditioning kits on 18 each, HEMTT and 43 each, Palletized Load System vehicles at the Contractor leased and maintained Jahra facility.

C.9.1 The period of performance for this effort shall not exceed 60 days following the date of contract award.

C.9.2 The Performance Certifier for this effort is MAJ Linda V. Steinholtz, [linda.steinholtz@arifjan.arcent.army.mil](mailto:linda.steinholtz@arifjan.arcent.army.mil) .

\*\*\* END OF NARRATIVE C 009 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-04-C-0221

**MOD/AMD** P00016

**Name of Offeror or Contractor:** OSHKOSH TRUCK CORP.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	ACRN	OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	INCREASE/DECREASE <u>AMOUNT</u>		<u>CUMULATIVE</u> <u>AMOUNT</u>
0017AA	J642D657J6 51108992015 A14P50151CAR	AA	1 4ZHTZR	\$	0.00 \$	164,160.18	\$	164,160.18
0017AB	J642D657J6 51108992015 A14P50151CAR	AA	1 4ZHTZR	\$	0.00 \$	402,523.45	\$	402,523.45
					NET CHANGE	\$		566,683.63

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	AA	21	42035000041C1C03P511089252G	S20113	W56HZV	\$ 566,683.63
						NET CHANGE \$ 566,683.63

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 15,536,285.56	\$ 566,683.63	\$ 16,102,969.19

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PIIN/SIIN W56HZV-04-C-0221

MOD/AMD P00016

**Name of Offeror or Contractor:** OSHKOSH TRUCK CORP.

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-2 CHANGED	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 15 OCT 2004. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A Firm-fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm-fixed priced proposal and other than cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	15 DEC 2004
Submission of Proposal:	15 OCT 2004
Beginning of Negotiations:	20 OCT 2004
Submission of Make-or-Buy:	-N/A-
Submission of Subcontracting Plan:	20 OCT 2004
Submission of Cost and Pricing Data:	20 OCT 2004

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Firm-fixed price in no event to exceed \$1,133,367.26.

[End of Clause]

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**PIIN/SIIN** W56HZV-04-C-0221

**MOD/AMD** P00016

**Name of Offeror or Contractor:** OSHKOSH TRUCK CORP.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 011	LIST OF GOVERNMENT FURNISHED EQUIPMENT (GFE)	14-OCT-2004		

ATTACHMENT 011  
(MODIFICATION P00016)

LIST OF GOVERNMENT FURNISHED PROPERTY (GFE)

1. 18 each, HEMTT vehicles
2. 43 each, Palletized Load System vehicles
3. 18 each, HEMTT Crew Protection Kits
4. 18 each, HEMTT Air Conditioning Kits
5. 43 each, Palletized Load System Crew Protection Kits
6. 43 each, Palletized Load System Air Conditioning Kits