

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 8

2. Amendment/Modification No. 06	3. Effective Date 2013AUG08	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND JACK LINGENFELTER WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: JACK.LINGENFELTER1@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451	Code S1403A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OSHKOSH CORPORATION 2307 OREGON ST OSHKOSH, WI 54902-7062	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-09-D-0111/0016
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012FEB17
Code 45152	Facility Code	

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

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended,  is not extended.

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

**12. Accounting And Appropriation Data (If required)**

SEE SECTION G (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	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).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	Mutual Agreement of Both Parties
<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.)**

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) ARDELLA ANDERSON ARDELLA.ANDERSON@US.ARMY.MIL (586)282-9598		
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013AUG08

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 8</b>
	PIIN/SIIN W56HZV-09-D-0111/0016      MOD/AMD 06	
<b>Name of Offeror or Contractor:</b> OSHKOSH CORPORATION		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JACK LINGENFELTER  
Buyer Office Symbol/Telephone Number: CCTA-HTM-V/(586)282-5474  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: A  
Weapon System: No Identified Army Weapons Systems

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

The purpose of Modification 06 to W56HZV-09-D-0111/0016 is the following:

1. Definitize the following CLINs:

a) CLIN 0141PA is definitized at a price of \$217,463.62 for 5 SOCOM UIK Test Kits. \$685,020.00 was previously obligated to Oshkosh on Delivery Order 0016, which was 49% of the established ceiling amount of \$1,398,000.00. This results in \$467,556.38 that is now being deobligated.

b) CLIN 0142PA is definitized at a price of \$568,171.87 for SOCOM Underbody Improvement Kit Installation and Test Support Services. The obligated amount is increased by \$87,971.87 from \$480,200.00 to \$568,171.87.

c) CLIN 0142PB is definitized at a price of \$591,362.56 for SOCOM Underbody Improvement Kits Test System Support Package. The obligated amount is increased by \$91,562.56 from \$499,800.00 to \$591,362.56.

2. Establish CLIN 0144PB to add funding for the definitization of 512 SOCOM Underbody Improvement Kits that was originally established to be funded on CLIN 0140PA and then subsequently, in part on CLIN 0144PA. The total amount to be funded on CLIN 0144PB is \$13,997,695.36. In conjunction with this, CLIN 0144PA is being deleted.

3. As a result of this modification, the total dollar amount of Delivery Order 0016 is increased by \$13,709,672.41.

4. The parties acknowledge that CLIN 0143 remains to be definitized. In light of that and the fact that the rest of the acquisition has been definitized:

a. The dollar figures in subparagraphs (a) and (b) of FAR Clause 52.216-24/Limitation of Government Liability are each revised to read "44,042,629.01".

b. The dollar figure in subparagraph (d) of DFARS clause 252.217-7027/Contract Definitization is revised to read "\$44,042,629.01".

c. The contractor agrees that this modification 06 is a complete and final equitable adjustment with regard to the definitization of Delivery Order 0016 of Contract W56HZV-09-D-0111, with the sole exception that CLIN 0143 remains to be definitized; and, except for the pending definitization of CLIN 0143, the Contractor releases the Government from any and all liability under Delivery Order 0016 for any further equitable adjustment attributable to the facts or circumstances giving rise to or associated with Delivery Order 0016.

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

\*\*\* END OF NARRATIVE A0007 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-09-D-0111/0016 MOD/AMD 06

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																			
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																							
0141	MATV MAK TEST KIT NSN: 0000-00-000-0000 CLIN CONTRACT TYPE: Firm Fixed Price																																							
0141PA	<p><u>SOCOM TEST UNDERBODY IMPROVEMENT KIT (UIK)</u></p> <p>GENERIC NAME DESCRIPTION: MATV MAK TEST KIT                      PRON: 2M2MRE02Q7 PRON AMD: 04 ACRN: AB                      PSC: 6635                      CUSTOMER ORDER NO: M9545012MPR2CC8</p> <p>Modification 06 definitizes the price for for 5 SOCOM Underbody Improvement Kits. \$685,000.00 was previously obligated on Delivery Order 0016, which was 49% of the established ceiling amount of \$1,398,000.00. This results in \$467,556.38 that is being deobligated by modification 06.</p> <p>For invoicing purposes, 4 units are definitized at a unit price of \$43,492.72 each, and 1 unit is definitized at a unit price of \$43,492.74.</p> <p>(End of narrative B004)</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>W56HZV2038RE01</td> <td>Y00000</td> <td>M</td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>2</td> <td>30-MAR-2012</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>2</td> <td>27-APR-2012</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>1</td> <td>25-MAY-2012</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W56HZV2038RE01	Y00000	M	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	2	30-MAR-2012			002	2	27-APR-2012			003	1	25-MAY-2012			5	EA	\$ 43,492.72400	\$ 217,463.62
DOC	SUPPL																																							
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																																				
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-09-D-0111/0016 MOD/AMD 06

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0142	<p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W56HZV-09-D-0111/0016</p> <p>MATV MAK TEST SUPPOR                      NSN: 0000-00-000-0000                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p>												
0142PA	<p><u>SOCOM UIK TEST SUPPORT</u></p> <p>GENERIC NAME DESCRIPTION: MATV MAK TEST SUPPOR                      PRON: 2M2MRE01Q7 PRON AMD: 05 ACRN: AB                      PSC: 2510                      CUSTOMER ORDER NO: M9545012MPR2CC8</p> <p>Modification 06 definitizes the price for SOCOM Underbody Improvement Kits Test Support Services.</p> <p>The total amount of CLIN 0142PA was increased by \$87,971.87 from \$480,200.00 to \$568,171.87.</p> <p>(End of narrative B005)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001                      1</td> <td>31-DEC-2012</td> </tr> <tr> <td>\$                      568,171.87</td> <td></td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001                      1	31-DEC-2012	\$                      568,171.87		1	LO		\$ 568,171.87
DLVR SCH	PERF COMPL												
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>												
001                      1	31-DEC-2012												
\$                      568,171.87													
0142PB	<p><u>SOCOM SYSTEM SUPPORT PACKAGE (SSP) HARDWARE</u></p> <p>GENERIC NAME DESCRIPTION: MAK Test Support - H                      PRON: 2M2MRE14Q7 PRON AMD: 06 ACRN: AB                      PSC: 2510                      CUSTOMER ORDER NO: M9545012MPR2CC8</p> <p>Modification 06 definitizes the price for SOCOM Underbody Improvement Kits System Support Package.</p> <p>The total amount of CLIN 0142PB was increased by \$91,562.56 from \$499,800.00 to \$591,362.56</p> <p>(End of narrative B002)</p>	1	LO	\$ 591,362.56000	\$ 591,362.56								





**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-09-D-0111/0016 **MOD/AMD** 06

**Name of Offeror or Contractor:** OSHKOSH CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/ DECREASE</u>	<u>CUMULATIVE AMOUNT</u>
0141PA	2M2MRE02Q7 M9545012MPR2CC8	2		AB \$	685,020.00 \$	-467,556.38 \$	217,463.62
0142PA	2M2MRE01Q7 M9545012MPR2CC8	1		AB \$	480,200.00 \$	87,971.87 \$	568,171.87
0142PB	2M2MRE14Q7 M9545012MPR2CC8	1		AB \$	499,800.00 \$	91,562.56 \$	591,362.56
0144PA	2M1MPE09Q7 M6785411MP16860	1		AC \$	1.00 \$	-1.00 \$	0.00
0144PB	2M1APE20Q7	2	S.0015379.2.2	AD \$	0.00 \$	13,997,695.36 \$	13,997,695.36
<b>NET CHANGE</b>						<b>\$ 13,709,672.41</b>	

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
AB 17	21319M7KF25367854 0674432DC2316G2MPR2CC8507U	\$ -288,021.95
AC 17	11109652031067854 0674432D6520C51MP16860502A	\$ -1.00
AD 021	201120132035 A5XDU D03001ARJT7 3101 L033854281 S.0015379.2.2	021001 \$ 13,997,695.36
<b>NET CHANGE</b>		<b>\$ 13,709,672.41</b>

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 30,332,956.60	\$ 13,709,672.41	\$ 44,042,629.01

LINE	<u>ACRN</u>	<u>EDI/SFIS</u>	<u>ACCOUNTING CLASSIFICATION</u>	
0141PA	AB 17	12131319M7KF	25367854 067443 2DC2316G2MPR2CC8507U	M9545012MPR2CC8 067443
0142PA	AB 17	12131319M7KF	25367854 067443 2DC2316G2MPR2CC8507U	M9545012MPR2CC8 067443
0142PB	AB 17	12131319M7KF	25367854 067443 2DC2316G2MPR2CC8507U	M9545012MPR2CC8 067443
0144PA	AC 17	111311096520	31067854 067443 2D6520C51MP16860502A	M6785411MP16860 067443
0144PB	AD 021	201120132035	A5XDU D03001ARJT7 3101 L033854281 S.0015379.2.2	021001

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PIIN/SIIN W56HZV-09-D-0111/0016

MOD/AMD 06

**Name of Offeror or Contractor:** OSHKOSH CORPORATION

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$44,042,629.01 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$44,042,629.01.

(End of Clause)

I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A letter 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 Price proposal and cost or pricing data supporting its proposal.

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

1. Projected Award Date of UCA:	17 FEB 2012
2. Projected Date to Receive Proposal	07 MAR 2012
3. Projected Date to Begin Negotiations	01 APR 2012
4. Projected Date to Conclude Negotiations	15 JUL 2012
5. Project Submission of Certificate of Current Cost and Pricing Data	06 JUN 2013
6. Estimated Date of Contract Definitization	08 AUG 2013

(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 Officers 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 Officers 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 \$44,042,629.01.

(End of clause)