

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 9

2. Amendment/Modification No.

P00004

3. Effective Date

2013AUG08

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
LISA M. KOSKI
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: LISA.M.KOSKI@US.ARMY.MIL

Code W56HZV

7. Administered By (If other than Item 6)

DCMA DETROIT
35803 MOUND ROAD
STERLING HEIGHTS MI 48310

Code S2305A

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

DEARBORN GROUP, INC.
33604 W 8 MILE RD
FARMINGTON, MI 48335-5202

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-12-C-0360

10B. Dated (See Item 13)

2012AUG10

Code 1J1T6

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)

ACRN: AB NET INCREASE: \$470,255.00

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

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

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)	
		LYNN M. BYRNE LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2013AUG08

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 9****PIIN/SIIN** W56HZV-12-C-0360**MOD/AMD** P00004**Name of Offeror or Contractor:** DEARBORN GROUP, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LISA M. KOSKI
Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-9617
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems
Contract Expiration Date: 2013AUG09

*** End of Narrative A0000 ***

PRIOR CONTRACT AMOUNT: \$1,174,199.78
AMOUNT OF THIS ACTION: \$ 470,255.00
TOTAL CONTRACT AMOUNT: \$1,644,454.78

1. The purpose of this bilateral Modification P00004 is to partially exercise Option 1 in accordance with section H.1 of the contract.
2. As a result of Modification P00004, the contract is hereby modified as follows:
 - a) Section B
 - i)SubCLIN 0005AA is funded in the amount of \$421,355.00(PRON 2M3LSD01Q7)to exercise part of Option 1.
 - ii)SubCLIN 0005AB is funded in the amount of \$48,900.00(PRON 2M3LSD01Q7)to exercise part of Option 1.
 - b) Section C, C.2.5.1 and C.2.6 (a) are revised to include Option 1 kit software changes.
 - c) Section G is revised to add accounting and appropriations data for the funds being added under this Modification P00004 for the option.
 - d). Section H, H.1.2, is updated.
3. As a result of this Modification P00004 the contract amount has increased \$470,255.00 from \$1,174,199.78 to \$1,644,454.78.
4. Except as provided herein, all other terms and conditions of this contract remain unchanged.

*** END OF NARRATIVE A0005 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-C-0360 MOD/AMD P00004

Name of Offeror or Contractor: DEARBORN GROUP, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PARTIALLY EXERCISED OPTION 1 MSD-V2 DIAGNOSTIC KITS</u></p> <p>GENERIC NAME DESCRIPTION: MRAP MSD-V2 DIAGNOSTIC KITS CLIN CONTRACT TYPE: Firm Fixed Price PSC: H970</p> <p>*Option 1 has been partially funded under subCLINs 0005AA and 0005AB</p> <p>*Option 1 Kits: 300</p> <p>*Kits purchased under to date: 163</p> <p>*Remaining Units Available for Exercise:137</p> <p>*Revised per modification P00004.</p> <p>(End of narrative B003)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO	\$ 865,500.00000	\$ 865,500.00
0005	<p>MRAP MSD V2 DIAGNOSTIC KITS NSN: 0000-00-000-0000 CLIN CONTRACT TYPE: Firm Fixed Price</p>				
0005AA	<p><u>PARTIALLY EXERCISED OPT. 1 DIAGNOSTIC KITS</u></p> <p>GENERIC NAME DESCRIPTION: MRAP MSD V2 DIAGNOSTIC KITS PRON: 2M3LSD01Q7 PRON AMD: 01 ACRN: AB PSC: 2530</p> <p>Unit Price:\$2,585.00</p> <p>Quantity: 163</p> <p>Amount:\$421,355.00</p> <p>(End of narrative B001)</p>	163	EA	\$ 2,585.00000	\$ 421,355.00

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Name of Offeror or Contractor: DEARBORN GROUP, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV3210012R Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 163 02-DEC-2013</p> <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>				
0005AB	<p><u>PARTIALLY EXERCISED OPT. 1-SUPPORT</u></p> <p>GENERIC NAME DESCRIPTION: SUPPORT FOR DIAGNOSTIC KITS PRON: 2M3LSD01Q7 PRON AMD: 01 ACRN: AB PSC: 2530</p> <p>Unit Price:\$300.00</p> <p>Quantity: 163</p> <p>Amount: 48,900.00</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> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV3210012R Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 163 29-AUG-2014</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p>	163	EA	\$ 300.00000	\$ 48,900.00

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Name of Offeror or Contractor: DEARBORN GROUP, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

MINE RESISTANT AMBUSH PROTECTED (MRAP) MAINTENANCE SUPPORT DEVICE-VERSION 2 (MSD-V2)SUSTAINMENT, SUPPORT AND SERVICE

C.1 Objective

The Joint Program Office, Mine Resistant Ambush Protected (JPO MRAP) Family of Vehicles has previously procured and delivered MRAP Maintenance Support Device Version 2 (MSD-V2) Diagnostic Kits to support all MRAP variants for Overseas Contingency Operation (OCO). The objective of this effort is to provide license renewal, sustainment support and service support for 300 MRAP MSD-V2 Diagnostic Kits. The period of performance will consist of one (1) base year and (2) option years.

C.2 Requirements

The Contractor shall provide software license renewal, sustainment support, and system support for 300 kits in accordance with the following:

C.2.1 System Support: MSD-V2 Diagnostic Service Center. The Contractor shall be the single point of contact for sustainment, service and support. The Contractor shall be the Level 1 Technical Support for any questions on all the OEM software applications. Level 1 Technical Support is defined as follows: The user shall contact the Contractor prior to contacting the OEM with any questions regarding OEM software. The Contractors Diagnostic Service Center shall be available Monday through Friday, from 8:00 a.m. to 5:00pm Eastern Standard Time (EST). In the event that the OEM software update or upgrade is in a new release phase, the Diagnostic Service Center hours shall be adjusted to complete the task in a reasonable and timely manner.

C.2.2 System Support: Software Updates. The Contractor shall provide software updates and license renewal for OEM programs running on the MSD. The Contractor shall be the single point of contact for all OEM software components of the MRAP Vehicle Diagnostic Kit (VDK). The Contractor shall manage the OEMs software and determine what software updates to the OEM programs to be released are required. The Contractor shall work with the OEM to determine the best solutions for upgrading the system in the field. The Contractor shall answer inquiries that come from the field that relate to the MSD-V2.

C.2.3 System Support: OEM Calibration or Electronic Control Unit (ECU) Updates. The Contractor shall coordinate with the OEMs when the OEMs send out service bulletins of possible changes required with their equipment, performance enhancements or software issues. If the OEMs issue a service bulletin the reprogramming of an ECU may need to take place or there may need to be performance enhancements with the OEM software. The Contractor shall coordinate with the OEM and provide details on how this may affect these MRAP vehicles and the Contractor shall advise the course of action required to resolve the issue.

C.2.4 The Contractor shall manage all OEM updates and upgrades to the MSD and process them by communicating with the user the updates and upgrades required. All updates and upgrades received by the Contractor shall be processed within a four (4) week period from the date in which the update and upgrade was received by the Contractor.

C.2.5 Sustainment Support: Software and Hardware Support. The Contractor shall provide hardware and software support in accordance with the following:

*C.2.5.1 The Contractor shall provide up to 300 CD sets along with Internet instructions. The Contractor shall send them to a U.S. Army designated location for redistribution to be determined by the Contracting Officers Representative (COR).

C.2.5.2 The Contractor shall provide personnel at Red River Army Depot to assist in the program updates. The number of personnel provided by the Contractor shall be mutually agreed upon between the COR and the Contractor. Contractor personnel shall not exceed 24 man hours per year.

C.2.5.3 The Contractor shall work with the OEMs to produce a system that will be the best fit for program updates.

C.2.5.4 The Contractor shall update procedures and documentation as required in accordance with the following:

- a.) The Contractor shall create a new Restore Disc and Updates CD that provides the capability to install or update the Diagnostic Software as specified under this scope of work.
- b.) The Contractor shall update the laminated Quick Start Guide that assists the user to get the vehicle diagnosis underway. The Quick Start Guide contains the application matrix mapping the MRAP variant vehicles, software and hardware.
- c.) The Contractor shall update the MRAP MSD-V2 Diagnostic Kit Connection Procedures manual. The Connection Procedures manual assists the user in connecting the proper hardware adapters and cables to the vehicle diagnostic ports and the MSD-V2 computer. These procedures help the user launch OEM diagnostic software programs and make sure the Electronic Control Module (ECM), Transmission Control Module (TCM) and the Anti-lock Braking System (ABS) Engine Control Unit or Electronic Control Unit (ECU) are being read by the adapters

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and the programs.

d.) The Contractor shall be the prime Contractor for the MRAP Vehicle Diagnostic Kit software license renewal. The Contractor shall work with the OEM diagnostic software representative for license renewal application. The Contractor shall process the application and provide updated registered license information to the COR.

e.) The Contractor shall maintain a Database Library of all OEM Diagnostic Software passwords and provide such information upon the CORs request.

f.) The Contractor shall incorporate firmware changes in its product including a firmware updater. The Contractor will contact its products manufacturer for the current firmware version and provide instructions to install the current firmware version.

g.) The Contractor shall upgrade and validate the Application Software Installer. The Application Software Installer is defined as the Contractors computer program that provides the capability to install and update the Diagnostic Software as specified under the scope of work on the MSD-V2.

h.) The Contractor shall test the upgraded OEM Diagnostic Software and the Application Software Installer on a Government furnished MSD-V2. The Contractor shall work with the COR to obtain a MSD-V2. The Contractor shall do final validation of the new upgraded software. The validation is that the computer accepts the updates with no issues. The Contractor shall work with the COR to perform validation testing at a U.S. Government CONUS location equipped with the contracted MRAP variants.

i.) The Contractor shall provide trained personnel to handle all inquiries regarding the administration updates. Contractor personnel shall be available Monday through Friday, excluding Federal Holidays, from 8:00 am to 5:00pm Eastern Standard Time (EST) IAW Section C.2.1.

j.) The Contractor shall perform a complete validation of the new upgraded software. Software shall be inspected and the computer shall accept the updates with no issues.

k.) The Contractor shall demonstrate to the COR a verification of the software prior to delivery.

l.) The Contractor shall perform the effort identified within this scope of work at its own facility using its own equipment.

C.2.6 Maintenance and Troubleshooting Sustainment Support: MRAP MSD-V2 Kit Software and Equipment. The Contractor shall coordinate with the COR on sustainment support for the MSD-V2 Diagnostic Kits. The software and equipment that the Contractor shall provide maintenance and troubleshooting sustainment support for is in accordance with the following:

a.) MRAP MSD-V2 (GFE) Software: Cummins INSITE, Allison DOC, MERITOR WABCO Toolbox, Mack PTT,VMAC III Diagnostic SW, Bendix ACOM, Navistar SERVICE Assistant, WABCO ABS D+ and CAT ET (GFE).

*Option 1 kits, the contractor shall REMOVE Navistar SERVICE Assistant and ADD Dana Central Tire Inflation System (CTIS) software for M-ATV, only.

b.) MRAP Transit Case: Diagnostic Restore disc; Quick Start and User Guide; Restore Instructions and Connection Procedures.

C.3 Inspection and Acceptance

C.3.1 Government Responsibility:

a.) JPO MRAP will inspect software updates and installation.

b.) JPO MRAP will provide MSD-V2 serial numbers for the 300 kits within five (5) working days of the contract award date to the Contractor.

c.) JPO MRAP will provide the Caterpillar Electronic Technician Military Version (CAT MIL ET) 2011C to the Contractor. The COR will determine the best method to have software provided to the Contractor.

* Updated per modification P00004.

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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>
0005AA	2M3LSD01Q7	1	S.0009561.26.11	AB \$	0.00 \$	421,355.00 \$	421,355.00
0005AB	2M3LSD01Q7	1	S.0009561.26.11	AB \$	0.00 \$	48,900.00 \$	48,900.00
NET CHANGE						\$	470,255.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
AB	021 201320132020 A5XDU 114018VFRE 3101 L034273518 S.0009561.26.11	021001 \$ 470,255.00
NET CHANGE		\$ 470,255.00

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 1,174,199.78	\$ 470,255.00	\$ 1,644,454.78

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	
0005AA	AB	021 201320132020 A5XDU 114018VFRE	3101 L034273518 S.0009561.26.11 021001
0005AB	AB	021 201320132020 A5XDU 114018VFRE	3101 L034273518 S.0009561.26.11 021001

Name of Offeror or Contractor: DEARBORN GROUP, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION EFFORT

H.1.1 The Government shall have the unilateral right to exercise the Option effort under CLIN 0002 and CLIN 0003 in part, or in whole.

**H.1.2 To date, there have been 163 MSD-V2 Diagnostic Kits exercised for the Option effort under CLIN 0002 and CLIN 0003 and 137 MSD-V2 Diagnostic Kits remain available to exercise under CLIN 0002.

To date, there have been zero MSD-V2 Diagnostic Kits exercised for the Option effort under CLIN 0003 and 300 MSD-V2 Diagnostic Kits remain available to exercise under CLIN 0003.

*H.1.3 The Government shall withhold the "Sustainment and System Support" amount available for invoicing under CLIN 0002 and CLIN 0003 until the end of the Option 1 and Option 2 period of performance, if exercised.

H.1.4 If exercised, below are the Option effort unit costs:*

<u>OPTION</u>	<u>CLIN</u>	<u>UNIT PRICE</u>	<u>SUSTAINMENT AND SYSTEM SUPPORT UNIT PRICE*</u>	<u>TOTAL UNIT PRICE</u>
Option 1	CLIN 0002	\$2,585.00	\$300.00	\$2,885.00
Option 2	CLIN 0003	\$2,664.00	\$300.00	\$2,964.00

* Change pursuant to Modification P00002

**Change pursuant to Modification P00004

*** END OF NARRATIVE H0001 ***