

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 6

2. Amendment/Modification No.

P00007

3. Effective Date

2014JAN08

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
JORDAN VANDESTEENE
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DAYTON
AREA C, BUILDING 30
1725 VAN PATTON DRIVE
WRIGHT-PATTERSON AFB, OH 45433-5302

Code

S3605A

EMAIL: JORDAN.M.VANDESTEENE@US.ARMY.MIL

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

LAIBE CORPORATION
1414 BATES ST
INDIANAPOLIS, IN 46201-3944

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-12-D-0075

10B. Dated (See Item 13)

2012JUL30

Code 4N8X6

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)

NO CHANGE TO OBLIGATION DATA

**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: 43.103(a)
- 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)	
		TRISH PIERCE TRISH.PIERCE@US.ARMY.MIL (586)282-8128	
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)	2014JAN08

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-D-0075 MOD/AMD P00007	Page 2 of 6
Name of Offeror or Contractor: LAIBE CORPORATION		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JORDAN VANDESTEENE
Buyer Office Symbol/Telephone Number: CCTA-ADEC/(586)282-3530
Type of Contract: Firm Fixed Price
Kind of Contract: Other
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Contract Expiration Date: 2016JUL29

*** End of Narrative A0000 ***

1. The purpose of this no cost modification P00007, to contract W56HZV-12-D-0075, is to establish a priced spare parts list.
2. Establish CLIN 0007 (Spare Parts).
3. Add exhibits C-L, ELINS C001-L821. These exhibits currently support the configuration under contract W91CRB-10-D-0022, for currently fielded vehicles. Upon successful completion of First Article Testing (FAT), the contractor shall submit an updated parts list for the post FAT vehicle configuration under this contract. At that time, the exhibits will be updated to include the new post FAT vehicle configuration as well as the configuration under contract W91CRB-10-D-0022. The exhibits will then provide spare parts for both contracts under CLIN 0007.
4. Add section F.1.1 DELIVERY SCHEDULE FOR SPARE PARTS.
5. Update clause 52.242-4457 (c)(1)(i) and (c)(1)(ii) to reflect 90 days.
6. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0007 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-D-0075 MOD/AMD P00007

Name of Offeror or Contractor: LAIBE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SPARE PARTS</u></p> <p>COMMODITY NAME: WWDR SPARE PARTS LIST PSC: 3820 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Reference Repair Parts List at Exhibits C-L, ELINs C001-L821.</p> <p>The price applicable to an individual order is the price for the ordering year in which the order is issued.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT: Destination</p> <p>Deliveries shall be in accordance with Section F.1.1</p> <p>(End of narrative F001)</p>			\$ <u> ** N/A ** </u>	

Name of Offeror or Contractor: LAIBE CORPORATION

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE FOR PRODUCTION VEHICLES

- (1) Delivery of First Article Test system will be no later than 120 days after contract award.
- (2) For all delivery orders which are issued prior to Government approval of First Article Test/Production Verification Test vehicles, delivery of production vehicles will begin 90 days after FAT approval, unless otherwise negotiated by the parties.
- (3) For any delivery order which is issued after the Government approval of FAT, deliveries shall start 90 days after the delivery order is issued if the Contractor has completed deliveries on all previous delivery orders. If the Contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order. It is estimated that no less than one each and no more than two each vehicles shall be delivered monthly.
- (4) Unless otherwise agreed at delivery order issuance, quantity limitations shall be in accordance with clause 52.216-19, Order Limitations.
- (5) Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

F.1.1 DELIVERY SCHEDULE FOR SPARE PARTS

- (1) Deliveries shall start 90 days after the delivery order is issued if the Contractor has completed deliveries on all previous delivery orders. If the Contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order.
- (2) Acceleration of spare parts delivery orders is NOT acceptable without written approval from the Contracting Officer.

F.2 DEFINITION OF DAC

For all data and hardware deliveries, "Days After Contract Award (DAC)", applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if we issue a delivery order six months after the basic contract is awarded, the FAT units and the associated data are due according to the timeframe established in the contract, starting at the date of the delivery order.

*** END OF NARRATIVE F0001 ***

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 90 days after the delivery order date; or

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 6****PIIN/SIIN** W56HZV-12-D-0075**MOD/AMD** P00007**Name of Offeror or Contractor:** LAIBE CORPORATION

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 90 days after delivery order date.

(iii) You will deliver one unit as required by the delivery order.

(d) Accelerated delivery schedule is not acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start ___ days after delivery order date.

[End of clause]

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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>
Exhibit B	RESERVED	18-NOV-2013	001	EMAIL
Exhibit C	WWDR REPAIR PARTS LIST ELINS (C001-C999)	18-NOV-2013	034	EMAIL
Exhibit D	WWDR REPAIR PARTS LIST ELINS (D001-D999)	18-NOV-2013	034	EMAIL
Exhibit E	WWDR REPAIR PARTS LIST ELINS (E001-E999)	18-NOV-2013	034	EMAIL
Exhibit F	WWDR REPAIR PARTS LIST ELINS (F001-F999)	18-NOV-2013	035	EMAIL
Exhibit G	WWDR REPAIR PARTS LIST ELINS (G001-G085)	18-NOV-2013	004	EMAIL
Exhibit H	WWSV REPAIR PARTS LIST ELINS (H001-H999)	18-NOV-2013	031	EMAIL
Exhibit J	WWSV REPAIR PARTS LIST ELINS (J001-J736)	18-NOV-2013	023	EMAIL
Exhibit K	MS REPAIR PARTS LIST ELINS (K001-K359)	18-NOV-2013	012	EMAIL
Exhibit L	PAC REPAIR PARTS LIST ELINS (L001-L821)	18-NOV-2013	026	EMAIL