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PIIN/SIIN W56HZV-12-G-0010/0010

MOD/AMD 03

Name of Offeror or Contractor: OSHKOSH CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ERIC RAAB
Buyer Office Symbol/Telephone Number: CCTA-HCB-C/(586)282-0486
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 03 to basic ordering agreement W56HZV-12-G-0010 delivery order 0010 is to do the following:

1. Exercise the separately priced option in accordance with clause, 52.217-4001, SEPARATELY PRICED OPTION FOR INCREASED QUANTITY, to procure 1,780 Tire and Engine AFES Kits as follows:
 - a. CLIN 0004AA, Tire and Engine AFES Kits, PRON 2M4APE10Q7, 1,780 EA with a unit price of \$9,794.80 for an extended value of \$17,434,744.00
2. Revise the language in Section C.1.2.1 regarding the Modification Work Order (MWO).
3. Revise the delivery date on CLINs 0002AA and 0003AA from 31 MAR 2014 to 30 June 2014.
4. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0004 ***

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Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>MATV TIRE AND ENGINE AFES - ENGINEERING SUPPORT</u></p> <p>SERVICE REQUESTED: 20225 MATV 1780 Tire CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M3APE07Q7 PRON AMD: 02 ACRN: AD PSC: 2320</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 <table border="0"> <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>000000</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 colspan="3"></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-JUN-2014</td> <td colspan="3"></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> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0010</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	30-JUN-2014				1	LO	\$ 38,083.25000	\$ 38,083.25
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001		000000			3																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																											
001	1	30-JUN-2014																											
0003AA	<p><u>MATV TIRE AND ENGINE AFES - IPS DIRECT LABOR</u></p> <p>SERVICE REQUESTED: 20225 MATV 1780 Tire CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M3APE07Q7 PRON AMD: 02 ACRN: AD PSC: 2320</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</p>	1	LO	\$ 116,751.00000	\$ 116,751.00																								

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-G-0010/0010 MOD/AMD 03

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3</p> <p>DEL REL CD QUANTITY DEL DATE 001 1 30-JUN-2014</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> <p>CONTRACT/DELIVERY ORDER NUMBER W56HZV-12-G-0010/0010</p>				
0004	<p>TIRE AND ENGINE APES KITS NSN: 0000-00-000-0000</p>				
0004AA	<p>TIRE AND ENGINE APES KITS</p>	1780	EA	\$ 9,794.80000	\$ 17,434,744.00
	<p>COMMODITY NAME: TIRE AND ENGINE APES KITS CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M4APE10Q7 PRON AMD: 01 ACRN: AF PSC: 2320</p>				
	<p>Oshkosh part #: 4114959</p>				
	<p>(End of narrative B002)</p>				
	<p>Packaging and Marking</p>				
	<p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p>				
	<p>Deliveries or Performance</p>				
	<p>DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4084MTV1 Y00000 M 2</p>				
	<p>DEL REL CD QUANTITY DEL DATE 001 543 31-OCT-2014</p>				
	<p>002 543 30-NOV-2014</p>				
	<p>003 543 31-DEC-2014</p>				
	<p>004 151 31-JAN-2015</p>				

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PIIN/SIIN W56HZV-12-G-0010/0010 **MOD/AMD** 03

Name of Offeror or Contractor: OSHKOSH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-12-G-0010/0010</p> <p>Oshkosh is not authorized to ship until receipt of a PCO letter or contract modification authorizing each individual shipment and receipt of a Transportation Authorization Code (TAC) which will be stated in the PCO Letter or modification to the delivery order. Oshkosh shall be responsible to return those items to their location at their own expense if they ship without TAC codes and the PCO authorization for that particular shipment and quantity. Note, the TAC will be provided to Oshkosh no later than 25 days prior to the delivery date.</p> <p>(End of narrative F001)</p>				

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MOD/AMD 03

Name of Offeror or Contractor: OSHKOSH CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.0 Tire and Engine AFES Kit for M-ATV Vehicles

C.1.1 Engineering Design and Engineering Support

C.1.1.1 The Contractor shall procure material and employ the necessary production efforts to manufacture and deliver Mine Resistant Ambush Protected All Terrain Vehicle (M-ATV) Tire and Engine Automatic Fire Extinguishing System (AFES) Kits. The AFES Kit shall address the specific features confirmed in earlier Government/Contractor engineering and design reviews, cut in to production serial number 130039, and implemented for LRIP21/22 M1240A1 variants. The Tire and Engine AFES Kit shall include all components included in the attached Bill of Materials (BOM) (Attachment0002), Oshkosh kit number 4114959.

C.1.1.2 Start of Work Meeting: Within 20 business days following award, the Contractor and Government will hold a Start of Work Meeting (SOWM) at the Contractors facility or via teleconference In Accordance With (IAW) CDRL A003. The agenda for this meeting will include an overview of the final design, status of material procurement of the Tire and Engine AFES kit, and a manufacturing/delivery plan.

C.1.1.3 Technical Data Information (TDI)

C.1.1.3.1 Within 20 business days after completion of Field Service Kit verification, the Contractor shall deliver the TDI for the AFES Kit per CDRL A004. Rights to the supporting technical information shall be as specified in the DFARS clause Rights in Technical Data Noncommercial Items contained in this contract (DFARS 252.227-7013). The contractor shall submit an Indentured Bill of Material (IBoM) IAW CDRL A005. The supporting technical information shall be submitted in accordance with CDRL A005, A006 and A007.

C.1.2 Integrated Logistics Support (ILS)

C.1.2.1 The kit shall be identified as Oshkosh Part Number 4114959. Each kit shall contain all required hardware and Install Instructions necessary to effectively integrate the Tire and Engine AFES FSK on an M1240A1. Additionally, a technical Modification Work Order (MWO) will be provided at a later agreed upon date.

C.1.2.2 Modification Work Order (MWO)

C.1.2.2.1 The Contractor shall develop an MWO to install the Tire and Engine AFES FSK. The MWO shall be prepared and delivered IAW CDRL A008. The document shall be developed and delivered IAW MILSTD 40051-2 and MIL PRF 63002K with the exception of section B.1 Use of DTD. Supporting figures for modification procedures shall consist of line art, photographs, computer generated images, and any combination thereof. Each Preliminary Technical Manual (PTM) must be a complete publication in the same format as the final publication. The Final Reproducible Copy (FRC) shall incorporate all mutually agreed upon PTM reviewed corrections, verification comments and additions. Any requested changes to the MWO following the Government approved final delivery of the MWO will be a separate contract action.

C.1.2.2.2 All publications developed under this delivery order are the property of the Government and are not subject to copyright by the Contractor. The Contractor shall deliver the MWO IAW CDRL A008. A hard copy MWO shall be delivered in each Tire and Engine AFES FSK.

C.1.2.3 Contractor Validation / Government Verification

C.1.2.3.1 Validation shall be done by the Contractor and the PTM (V1) shall be delivered to the Government via Windchill IAW CDRL A008. All support and special equipment shall be provided by the Contractor. The Government shall provide two (2) Tire and Engine AFES Kits as well as a representative M1240A1 variant, in proper configuration to support the Validation efforts and ILS activities. All Government Furnished Equipment (GFE) will be provided twenty (20) business days prior to the submission of the PTM Technical Report and validation of the FSK. Five (5) days prior to the commencement of the verification, the Government shall provide disposition instructions for the FSK and all hardware removed during the validation and verification. The Contractor shall perform the installation of Tire and Engine AFES Kit and implement corrections to the MWO as needed.

C.1.2.3.2 The Contractor shall maintain records that document Validation and review dates, findings, and all corrective actions taken. Government representatives have the right to examine these records upon request and/or to witness Validation work.

C.1.2.3.3 The Contractor shall provide at a minimum of ten (10) business days notice to the Contracting Officers Representative (COR), Assistant Program Manager (APM) and Procurement Contracting Officer (PCO), to witness the validation work. If Contractor does not receive a response with a confirmation within 5 business days, the Contractor has the authorization to proceed. Validation shall be conducted no later than sixty (60) business days from receipt of Government Furnished Equipment (GFE).

C.1.2.3.4 The Contractor shall deliver the PTM (V1) prior to validation. The Government publications manager will provide the verification plan 15 business days prior to verification. The Contractor will provide personnel who know the development and process of MWOs and who can answer questions about the equipment operation and maintenance to support this effort. This support is only applicable to configuration changes designed by Oshkosh. These personnel will be available at all times during the verification. All verification efforts will be conducted at the Contractor's facility. The Contractor shall correct all errors found during Government reviews and

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Name of Offeror or Contractor: OSHKOSH CORPORATION

verification at no additional cost to the Government. During the verification, a time study shall be conducted for retrofit planning purposes.

C.1.3 Copyrights

C.1.3.1 When the Contractor uses data which covers a subcontractor's commercial components or portions thereof, the Government shall use, modify, reproduce, release, perform, display, or disclose data in accordance with DFAR 252.227-7015, Rights in Technical Data-Commercial. If it is determined that additional rights are needed by the Government, the Government shall enter into negotiations to determine if there are acceptable terms for transferring such rights and enter into a license agreement with the contractor.

C.1.3.2 For any copyrighted material developed exclusively by the Prime contractor, the Contractor shall provide a copyright release letter, IAW CDRL A016. Letter shall be on company letterhead, dated and signed by a company officer. The letter shall certify that the Government has full copyrights from the Prime Contractor. Copyright letter shall state all publications developed exclusively by the Prime Contractor are free from copyright restrictions and the Government can edit, reprint and distribute information in the manual as required.

*** END OF NARRATIVE C0001 ***

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Name of Offeror or Contractor: OSHKOSH CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AA	2M4APE10Q7	2	S.0019580.1.1.3	AF \$	0.00 \$	17,434,744.00 \$	17,434,744.00
					NET CHANGE \$	17,434,744.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AF	021 201420162035 A5XDU D03002ARJT7 3101 L035770399 S.0019580.1.1.3	021001 \$ 17,434,744.00
		NET CHANGE \$ 17,434,744.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 21,116,172.67	\$ 17,434,744.00	\$ 38,550,916.67

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0004AA	AF	021 201420162035 A5XDU D03002ARJT7	3101 L035770399 S.0019580.1.1.3 021001