

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. 0002	3. Effective Date 2013DEC12	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND ALICIA PATRICK WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ALICIA.D.PATRICK@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W56HZV-14-R-0018
		9B. Dated (See Item 11) 2013NOV26
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		10B. Dated (See Item 13)
Code	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. 2014JAN16 01:00pm
 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 2 signed 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)

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 type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<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)	
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

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MOD/AMD 0002

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ALICIA PATRICK
Buyer Office Symbol/Telephone Number: CCTA-HTM-M/(586)282-2316
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

The purpose of Amendment 0002 to solicitation W56HZV-14-R-0018 is to make the following changes:

1. Extend closing date of the Solicitation from 02 Jan 2014 1:00 PM to 16 Jan 2014 1:00 PM, Eastern Standard Time (Warren, MI local time).
2. Revise Attachment 0001: Technical Data Package (TDP) from 4 Dec 2013 version to 11 Dec 2013 version as follows:
 - a. Add the following drawings: A3014039 and A3014040.
 - b. Delete the following drawing: 12557761.
3. Provide basis information for components without drawings as follows:
 - a. For proposal purposes Offerors are to use the technical description of part number 12566503-3 as the basis for 12566503-9 and 12566503-11.
 - b. For proposal purposes Offerors are to use the technical description of part number 12566503-5 as the basis for 12566503-10.
4. Revise Attachment 0002: A-Kit BOM & Sub-Kit Packaging Directions from 4 Dec 2013 version to 11 Dec 2013 version to make the following change:
 - a. Revise Inverter part number from 12557761 to 806-1851.
 - b. Correct quantity for p/n 12566451 in sub-kit 3F from blank to two (2).
5. Revise Statement of Work, Section C.3 source controlled parts as follows:
 - a. Correct p/n from SM3508 to SM3550, source Fairview Microwave
 - b. Add p/n ECIIG with source GPS Source, Inc.
 - c. Add p/n L1L2-2GP with source GPS Source, Inc.
 - d. Add p/n 806-1851 with source Xantrex
6. Revise Ordering Period 1 Estimated Delivery Schedule, Section F (Narrative F0001).
7. Delete clause 52.247-60 Guaranteed Shipping Characteristics (FS6052).
8. All other terms and conditions remain in full force and effect.

*** END OF NARRATIVE A0003 ***

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Capability Set A-Kits: Contractor shall manufacture and provide M-ATV Capability Set (CS) A-kits as described in Section B, Attachment 0001: CS A-KIT TDP, and Attachment 0002: CS A-KIT BOM & SUB-KIT PACKAGING DIRECTIONS. Two (2) types of A-kits will be manufactured and delivered: PN 14003737 - Point Of Presence A-Kit (hereafter POP Kits) and PN 14003738 Soldier Network Extension A-Kit (hereafter, SNE Kits). The contents of each kit are further defined in the TDP and BOM.

C.2 Procurement Strategy: Government is identifying the following activities necessary to support the manufacture of A-Kits:

C.2.1 Government Furnished Information: Should the Government not furnish the TDP within three (3) working days after contract award or should the technical data packages that are provided be determined to not be adequate in completeness during the Start of Work Meeting, the Contractor shall be provided equitable delivery schedule relief without providing consideration to the Government.

C.3 Manufacturing of Kits. Contractor shall manufacture POP Kit and SNE Kit components specified in Attachment 0002 according to the TDP (Attachment 0001) provided by the Government. Sources of supply for component parts are identified in the Government provided technical data package. Alternate, "brand name or equal" components are allowed at the discretion of the Contractor, upon request and subject to review and approval by the Contracting Officer Representative (COR). (See clause 52.242-4016).

The part numbers listed below, however, are source controlled parts within the A-Kits and must be procured from the sources listed. Source controlled parts within the A-Kit BoMs:

<u>P/N</u>	<u>Source</u>
12566451	Huber+Suhner, Inc
509D1000-2	Ultra Electronics
12566452	NavTech
RAMI10512B	RAMI
RM00100151000	Roxtec
RM00100201000	Roxtec
RM00100301000	Roxtec
SM3550	Fairview Microwave
ECIIG	GPS Source, Inc.
L1L2-2GP	GPS Source, Inc.
806-1851	Xantrex

C.3.1 Manufacturing Plan

The Contractor shall submit the Manufacturing Plan within ten (10) business days of award of the production delivery order [CDRL A005]. The Contractor will notify the Government of any changes. The following factors, at a minimum, shall be addressed in the plan: production process planning; identification of the production process sequence and critical control points; the interrelated lead-times between the control points; manpower utilization, tooling and facilities plans; current and expected workload during the delivery order performance period; subcontracting plan; the material requirements planning process to be used; copies of welding procedures and welders certifications. Further updates will be required if any of the critical process characteristics are changed as a result of the planning process. Examples of such changes are: changing a critical process method, changing the subcontracted effort, changing the share of work performed at subcontractors, depot or the system integrator.

C.3.2 Quality and Inspection

C.3.2.1 First Article Inspection (FAI)

C.3.2.1.1 First Article Inspection shall be required for the kit as described in the following paragraphs. The Contractor shall perform FAI on the kit. The Government reserves the right to be present at any such inspection. The Contractor shall notify the COR a minimum of 15 days prior to conducting an inspection. Failure to notify the Government within the time limit may, at the Governments discretion, be grounds to reject the inspection. The First Article Inspection item shall be representative of items to be manufactured using the same process, facilities and procedures as will be used for full-rate production.

C.3.2.1.2 The Contractor is responsible for the FAI. The First Article shall be inspected and validated to all requirements of the drawing(s), and specification(s) of the approved BOM.

C.3.2.2 First Article Inspection Plan.

The Contractor shall prepare and submit for Government approval, prior to the beginning of the FAI, an inspection plan for the First Article item(s) [CDRL A002]. The Government will have the right to monitor the FAI. The Contractor shall provide a list and time schedule of the FAI as part of this plan, including anticipated completion dates. The recommended plan shall include a dimensional

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inspection that validates all components conform to the TDP.

C.3.2.3 The FAI Report

The Contractor shall submit the FAI Report(s) within 10 days of FAI completion [CDRL A003]. The FAI report shall be prepared IAW CDRL A003. All inspection data supporting the First Article Inspection shall be kept on file for at least 3 years at the contractor facility and shall be available for government review as requested.

C.3.2.4 Disapproval

The FAI may be disapproved by the Government if it is not completed per the FAI plan (C.3.2.2) or if discrepancies or deficiencies are found during FAI. If the FAI is disapproved by the Government, the Contractor shall repeat that portion of the FAI that has been disapproved; this may be the entire FAI. The Contractor shall make any necessary changes, modifications or repairs to the First Article item or select another First Article item for inspection. All costs related to these re-inspections are to be borne by the Contractor, including any and all costs for additional inspections following disapproval. The Contractor shall then conduct the inspections and deliver another FAI Report to the Government under the terms and conditions and within the time specified by the Government. The Government will take action on this report within 30 days. The Government reserves the right to require an equitable adjustment of the delivery order price (or other equitable consideration) for any extension of the delivery schedule, or for any additional costs to the Government from re-inspections resulting from disapproval or identification of deficiencies and/or discrepancies after conditional acceptance.

C.3.2.5 Changes

If changes are made to the technical data, production processes, facilities, or type of material, a subsequent FAI may be required. When a change to the technical data, production processes, facilities, or type of material occurs, the Contractor shall notify the PCO and ACO so that instruction for the submission, inspection and notification of results can be made. PCO approval is required prior to implementing any change.

C.3.2.5.1 Contractor costs regarding production process change or Contractor proposed material substitution shall be borne by the Contractor. Any and all costs resulting from Government directed changes from what was specified to the Contractor in the Government furnished technical data package will be borne by the Government.

C.3.2.6 Product Quality Deficiency Reports (PQDR)

C.3.2.6.1 PQDRs. The Contractor shall investigate, conduct failure analysis, and provide a corrective action response to all PQDRs (SF 368) generated against supplies produced under the delivery order at no additional cost to the Government. In that regard, replacement of parts or components determined to be deficient or attributable to workmanship or product nonconformance will be the responsibility of the Contractor, at no additional cost to the Government. The replacement of all parts or components not attributed to workmanship or product nonconformance will be borne by the Government. All PQDRs will be submitted for Contractor response through the Product Data Reporting and Evaluation Program (PDREP) system, the PCO or COR. The Contractor shall notify the PCO or COR within 5 days after receipt of each PQDR, if an exhibit is required for failure analysis. The exhibit request shall include detailed instructions as to where the exhibit is to be sent along with a point of contact. The contractor is responsible for shipping QDR exhibit(s). In the event that more time is required to complete a PQDR investigation, the Contractor may request from the PCO or their authorized representative that an extension be granted.

C.3.2.7 Quality Records

C.3.2.7.1 Quality Records.

All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the Contractor for a period of 5 years after contract close-out. These records shall be made available (and copies provided) to the Government upon request. Additionally, where product or process deficiencies have occurred, the Contractors records shall provide documentation that fully describes the root cause of deficiencies and root cause corrective actions.

C.3.2.7.2 Quality Management System

The Contractor's management system shall document and verify their review and acceptance of the subcontractors quality assurance system including control plans. Documentation shall be made available for review upon Government request. The Prime Contractor may use the subcontractors accepted system when conducting quality audits. The Government reserves the right to perform quality audits at the prime Contractors facilities as deemed necessary.

C.3.2.7.3 Quality Planning

The Contractor and subcontractors shall establish Product Quality Plans and Control Plans that define the steps necessary to assure that the product meets the customers needs and expectations.

C.3.2.8 Quality Assurance Program Plan (QAPP)

The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to contractual requirements. The Contractor shall make their QAPP or Quality Manual (whichever document the Contractor has developed as required by their ANSI, ISO, or equivalent quality system; development of a Government unique document is not required) available for Government review at their

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facility, as required for Government review and evaluation to assess the Contractors quality system compliance, implementation and effectiveness. The Contractor shall notify the Government within fourteen (14) days when they update their QAPP throughout the delivery order period of performance through Letter of Transmittal to the PCO.

C.3.2.9 Sub-Contractor Quality Assurance Plan:

Contractor shall provide the Government with a copy of the Contractors plan/Procedure for implementing contract requirements on its Subcontractors. The plan shall address how the Contractor imposes contract requirements on its Subcontractors through subcontracting and production part purchase orders. The plan shall address how the Subcontractor informs the Contractor of potential changes and includes the Contractor in the Subcontractor change process

C.3.2.10 Welding Requirements

C3.1.10.1 Welding Procedures

Prior to manufacturing or production, the contractor is responsible for providing welding procedures IAW the applicable code; American Welding Society (AWS) weld code requirements and the Ground Combat Vehicle Welding Code (GCVWC) to the procuring activity for approval. The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Welding repair of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product.

C.3.2.10.2 Alternate Welding Standards

The Contractor may utilize alternate standards or codes once the Contractor or the Contractors suppliers have demonstrated that Equivalent or better quality and performance can be obtained by their use. It is the Contractors responsibility to demonstrate to the government such Equivalence. If the Contractors component supplier will not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractors suppliers quality system and weld processes to verify his/her capability of producing acceptable welds. The Government reserves the right to approve or disapprove the use of any and all such alternative weld standards and specifications. The demonstrated equivalent shall be verified prior to fabrication of any production weldment.

C.3.2.10.3 Welder Qualification

Before the Contractor or the Contractors suppliers assign any welder or welding operator to perform manual, semi-automatic or automatic welding work, or use any automatic welding equipment, identified IAW AWS D1.1 and work covered by this contract, the Contractor shall ensure that all welding equipment used in the performance of this contract has been certified, and that the Contractors welders or welding operators have passed qualification testing, as prescribed by the applicable qualification standard.

C.3.2.10.4 Welder and Welding Operator Certification

As a minimum for determining welder qualification, any welder assigned to manual welding work covered by this contract shall be qualified per the requirements of American Welding Society (AWS) and Ground Combat Vehicle Welding Code (GCVWC).

C.3.2.10.5 Visual Weld Inspection

During performance of this contract, the Contractor shall verify weld quality and workmanship to the applicable AWS code. Weld inspection shall be performed using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractor inspectors may be based on:

- 1) Current or previous certification as an AWS Certified Welding Inspector; or
- 2) Current or previous certification by the Canadian Welding Bureau (CWB)

C.3.2.11 Inspection

C.3.2.11.1 In-Process Inspection

In-process Inspection shall be incorporated into the Contractor and sub-Contractors overall quality system IAW ISO 9001-2008, Quality management systems or equivalent.

C.3.2.11.2 Inspection Records

The Government reserves the right to review inspection records and process documents upon request.

C.3.3 Award of this contract constitutes receipt of order and the Governments approval to begin procurement of all components necessary for the production and delivery of the M-ATV Capability Set A-kits as described within this contract.

C.4 Security Classification. Contract language is in compliance with MRAP Security Classification Guide, 1 November 2010, and PEO Combat Service and Combat Service Support Armoring Systems Security Classification Guide, 31 August 2012.

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SECTION F - DELIVERIES OR PERFORMANCE

CS A-KITS (POP & SNE)
SHIP TO ADDRESS AND POC

PRODUCTION QUANTITIES:

SPAWAR
DODAAC: N4142B
SPAWAR SYSCEN ATLANTIC MRAP/MVIP
2924 AVENUE B BLDG 1639
NORTH CHARLESTON SC, 29405-1821
ATTN: PROJECT CS-15 TIMOTHY GARTMAN (843) 218-5507 / ERIC CRAIG (843)453-2747

FT BLISS
DODAAC: W56TEU
XR W4GG TACOM PM MRAP FT BLISS
M ATV MRAP SITE 1
BLDG 739
FORT BLISS, TX, 79916-5000
ATTN: PROJECT CS-15 - POC TBD

FIRST ARTICLE INSPECTION (FAI) KITS (CLINs 0031 & 0041):

FT BLISS
DODAAC: W56TEU
XR W4GG TACOM PM MRAP FT BLISS
M ATV MRAP SITE 1
BLDG 739
FORT BLISS, TX, 79916-5000
ATTN: PROJECT CS-15 - POC TBD

CS-15 A-KIT ORDERING PERIOD 1 ESTIMATED DELIVERY SCHEDULE (** Revised Amendment 0002)**

		DAYS AFTER RECEIPT OF ORDER (DARO)								
DESTINATION		120	180	210	240	270	300	330	360	TOTAL
CLIN 0011 POP	N4142B (Charleston, SC)	2	2	2	3	3	3	3	3	17
	W56TEU (Ft. Bliss, TX)	2	3	2	3	3	3	3	3	17
CLIN 0021 SNE	N4142B	6	8	10	12	14	16	16	16	82
	W56TEU	6	8	10	12	14	16	16	17	83
CLIN 0031 POP	FAW56TEU	1								1
CLIN 0041 SNE	FAW56TEU	1								1

*** END OF NARRATIVE F0001 ***

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 DELETED	52.247-60 (WARREN)	GUARANTEED SHIPPING CHARACTERISTICS	APR/2012

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	CS-15 A-KIT TECHNICAL DATA PACKAGE (TDP)	11-DEC-2013		DATA
Attachment 0002	CS-15 A-KIT BOM & SUB-KIT PKGING DIRECTIONS	11-DEC-2013		DATA