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	PIIN/SIIN DAAE07-00-D-M051/0001 MOD/AMD 76	

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Family of Stryker Armored Vehicles

1. Modification 76 to Delivery Order 0001 is a bilateral agreement under Requirements Contract DAAE07-00-D-M051.
2. The purpose of this modification is to definitize the total estimated costs for the Medical Evacuation Vehicle (MEV) Mechanized Litter Lift System into the Medical Evacuation Vehicle (MEV) in accordance with the Memorandum of Understanding (MOU) signed by the parties on 12 Apr 03 and the contractor's proposal L2935-R23 dated 30 Oct 02 and as updated 28 Mar 03.
3. The negotiated settlement for the total estimated cost for this effort is \$1,041,714.00. No fee will be paid for this effort in accordance with the agreement outlined in the MOU in paragraph #2 above.
4. This negotiated settlement definitizes the costs under CLIN 6000AQ as established by Modification 22 to Delivery Order 0001 dated 04 Jan 02 and the costs under CLIN 6000BK established by this Modification 76 to Delivery Order 0001.
5. As a result of this modification:
 - a. CLIN 6000BK is hereby added to Section B of this Delivery Order
 - b. the total amount for Delivery Order 0001 is increased by \$413,587.00.
7. The parties acknowledge that any and all claims for adjustment which they may have with respect the estimated costs for the work described above are fully satisfied in this modification. This modification does not relinquish the contractor's entitlement to any cost growth (excluding any fee) that may occur, associated with the work described above, and as permitted under cost type contracts and the applicable FAR clauses.
8. Except as specifically stated herein, all terms and conditions of Delivery Order 0001 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 072 ***

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
6000AQ	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: EMD-MEV LITTER LIFT PRON: X112C028X1 PRON AMD: 02 ACRN: AC AMS CD: 643653C0300</p> <p>Definitization of costs for the Medical Evacuation Vehicle (MEV) Mechanized Litter Lift System. CLIN awarded by NTE on Mod 22 to D.O. 0001 on 04 Jan 02 See CLIN 6000BK for remaining definitization dollars.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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 0</td> <td>31-AUG-2002</td> </tr> </table> <p style="text-align: right;">\$ 628,127.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 0	31-AUG-2002			<p>Estimated Cost \$ 628,127.00 Fee \$ 0.00 Total Estimated Cost \$ 628,127.00</p>	<p>\$ 628,127.00</p>
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001 0	31-AUG-2002										
6000BK	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: EMD - MEV LITTER LIFT PRON: X122C028X1 PRON AMD: 01 ACRN: AG AMS CD: 643653C0300</p> <p>Definitization of costs for the Medical Evacuation Vehicle (MEV) Mechanized Litter Lift System first awarded by NTE on Mod 22 to D.O. 0001 on 04 Jan 02 under CLIN 6000AQ.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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 0</td> <td>30-SEP-2003</td> </tr> </table> <p style="text-align: right;">\$ 413,587.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 0	30-SEP-2003			<p>Estimated Cost \$ 413,587.00 Fee \$ 0.00 Total Estimated Cost \$ 413,587.00</p>	<p>\$ 413,587.00</p>
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001 0	30-SEP-2003										

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PIIN/SIIN DAAE07-00-D-M051/0001 **MOD/AMD** 76

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6000BK	X122C028X1 643653C0300	AG 2 2GXC28	0.00 \$	413,587.00 \$	413,587.00
			NET CHANGE \$	413,587.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AG	21 22040000025R5R07P643653255Y S20113	W56HZV	\$ 413,587.00
				NET CHANGE \$ 413,587.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 284,835,741.88	\$ 413,587.00	\$ 285,249,328.88

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this modification, the Contractor is not authorized to make expenditures or incur obligations exceeding \$743,265.00 dollars.

(b) The maximum amount for which the Government shall be liable if this modification is terminated is \$743,265.00 dollars.
(End of clause)

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MOD/AMD 76

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED 252.217-7027 CONTRACT DEFINITIZATION OCT/1998

(a) A Cost Type contract 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 proposal and cost or pricing data supporting its proposal.

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

Target Date for Definitization:	31 December 2002
Submission of Proposal:	29 July 2002
Beginning of Negotiations:	16 September 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	29 July 2002

(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 Officer's 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 Officer's 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 price in no event to exceed \$991,020.

(End of clause)

I-2 CHANGED 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION APR/1984

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; provided, that the Government's payment to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the

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Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every two weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term costs includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(e) Small business concerns. A small business concern may receive more frequent payments than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of clause)