



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 6</b>
	PIIN/SIIN DAAE07-00-D-M051/0002      MOD/AMD 37	

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

SECTION A - SUPPLEMENTAL INFORMATION

1. This modification 37 to Delivery Order 0002 is a bilateral agreement.
2. The purpose of this modification is to incorporate CDRL A016, Safety Assessment Report (SAR), as revised by Modification P00021 of the requirements contract. The revisions are as follows:
  - a. Revise the number of submissions from 1 draft and 1 final report to 1 draft and 1 final report per variant/configuration delivered.
  - b. Revise the submission of the draft from 150 days after contract award to 90 days prior to commencement of government testing.
  - c. Revise the submission of the final report from no later than 240 days after award of contract to 45 days prior to commencement of government testing.
  - d. Add the requirement that the Government provide comments to the contractor no later than 25 days after receipt of the draft by the Government.
3. The contractor shall provide the government with a list of required GFI SARs. The government shall provide the contractor with the requested GFI SARs upon receipt of this list. The contractor may incorporate these GFI SARs into the vehicle SAR in whatever format they are received in.
4. The attached revised CDRL A016 is hereby substituted for the CDRL A016 originally in the contract.
5. The changes to the SAR are incorporated into this Delivery Order at a Not-to-Exceed Ceiling Price of \$137,424.00. This amount covers the NBCRV and MGS vehicles on Delivery Orders 0003 and 0005 in addition to Delivery Order 0002.
6. This change will be definitized on a firm-fixed-price basis.
7. The Limitation of Government Liability associated with this change is \$68,712.00.
8. The total amount obligated for this action is \$68,712.00.
9. CLIN 9003AA is hereby established for the SAR.
10. The following clauses apply to this Modification 37 to Delivery Order 0002:

FAR 52.216-24	Limitation of Government Liability
FAR 52,216-26	Payments of Allowable Costs Before Definitization
DFARS 252.217-7027	Contract Definitization
9. Except as specifically stated above, all of the terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 038 \*\*\*



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**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
9003AA	X12GX078X1 31107180008	AE 1 2GXP01	\$ 0.00	\$ 68,712.00	\$ 68,712.00
			NET CHANGE	\$ 68,712.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 22033000025R5R07P31107131E9 S20113	W56HZV	\$ 68,712.00
			NET CHANGE	\$ 68,712.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 700,865,677.00	\$ 68,712.00	\$ 700,934,389.00

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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>
H-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a)	In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$68,712 dollars.		
(b)	The maximum amount for which the Government shall be liable if this contract is terminated is \$68,712 dollars. (End of clause)		

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MOD/AMD 37

**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>
I-1 ADDED	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	MAR/2000
I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998

(a) A firm-fixed-price 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-fixed-price proposal and cost or pricing data supporting its proposal.

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

Target Date for Definitization:	8 Oct 2002
Submission of Proposal:	7 Jun 2002
Beginning of Negotiations:	8 Aug 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	N/A

(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 firm-fixed-price in no event to exceed \$137,424.00.

[End of Clause]