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PIIN/SIIN DAAE07-00-D-M051/0011

MOD/AMD 06

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: STRYKER ARMORED VEHICLES

1. This Modification 06 to Delivery Order 0011 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The contractor submitted proposal number CCP 159 (BCT03-1287), dated 5 October 2003, for the Stryker Vehicle retrofit/production cut-in and non recurring costs for the Driver's Vision Enhancer (DVE) relocation final solution hardware. This Modification 06 addresses the retrofit and/or production cut-in of the DVE Final Solution hardware of 131 Delivery Order 0002 vehicles, 4 Delivery Order 0005 vehicles, 300 Delivery Order 0010 vehicles, and 267 Delivery Order 0019 vehicles. As part of this Modification 06, the logistics products shall also be updated to reflect the addition of the DVE final solution hardware.
3. In accordance with FAR Clause 52.243-1 entitled "Changes - Fixed Price", this modification requires the contractor to deliver and install the DVE final solution hardware and update the logistics products for 131 Delivery Order 0002, 4 Delivery Order 0005, 300 Delivery Order 0010, and 267 Delivery Order 0019 vehicles.
4. The contractor shall deliver and install a quantity of 702 DVE final solution hardware units (excluding Part Numbers 10658809-011PG and 10658810-011PG) as follows:
 - a. A quantity of 131 Stryker vehicles, acquired under Delivery Order 0002, shall be retrofit with the DVE final solution hardware at Fort Lewis, WA at a date to be mutually agreed to during the definitization of this action; however, the retrofit shall occur no later than 31 October 2004.
 - b. A quantity of 284 Stryker vehicles, acquired under Delivery Order 0010, shall be retrofit with the DVE final solution hardware at Fort Lewis, WA no later than 15 February 2004. The parties agree the completion date is subject to change in the event the vehicles are not available for retrofit by 31 January 2004.
 - c. A quantity of 16 Stryker vehicles, acquired under Delivery Order 0010, shall have the DVE final solution hardware installed during production.
 - d. A quantity of 64 Stryker vehicles, acquired under Delivery Order 0019, shall be retrofit with the DVE final solution hardware at Fort Lewis, WA no later than 31 March 2004.
 - e. A quantity of 203 Stryker Vehicles, acquired under Delivery Order 0019, shall have the DVE final solution hardware installed during production.
 - f. A quantity of 4 Stryker Nuclear Biological Chemical Reconnaissance Vehicles (NBCRV), acquired under Delivery Order 0005, shall be retrofitted with the DVE final solution hardware at the respective test sites no later than 30 April 2004. The parties agree the completion date is subject to change in the event the vehicles are not available for retrofit by 15 April 2004.
5. Inspection and Acceptance:
 - a. The inspection and acceptance of the retrofit of the DVE final solution hardware for the Delivery Orders 0002, 0005, 0010 and 0019 vehicles will be at Destination.
 - b. The inspection and acceptance of the DVE final solution hardware installed during production will be at Origin.
6. As part of this modification, the contractor shall incorporate the Interactive Electronic Technical Manuals (IETMs), and Paper -10 Technical Manual Updates associated with the DVE final solution hardware in accordance with CDRL A020 with the following exceptions:
 - a. Operator Manual Impacts.

The following tasks will not be updated:
AQ01A001;AQ01E001;AQ01M001;AQ01G001;AQ01I001;AQ01F001;AG01A007;AG01E003;AG01M003;AG01G004;AG01I005
AG01F003;ACA1A001;ACA1E001;ACA1M001;ACA1G001;ACA1I001;ACA1F001;AIC3A006;AI17G001;AIC3F001;AI24E001
AI24M001;AI24I001;AI24A001; no new task for sensor cleaning; no new task for sensor adjustment.
 - b. Maintenance Manual Impacts.

The following tasks will not be updated:
AM24A144;AM24A123;AM24A149;AM24A150;AM24A151;AM22A003;AM22A017;AM22A006;AM02A032;AM06A004;AM06E008
AM06E010.
 - c. RPSTL Manual Impacts.

Locator art for only the following figures will be updated:

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253;276;310;314;315;318;423;424;623;624;625;626;627. All figures not listed above, that showed the old DVE location with guard, will not be updated to show the new DVE location or remove old DVE configuration.

7. The Government will provide the following Government Furnished Material (GFM):
 - a. Display, NSN 5980-01-480-4875 (originally 3245325-2). The contractor is not required to update the ECO for this part.
 - b. Sensor Mounting Block, P/N 104A010033 (originally 104A010032). The contractor is not required to update the ECO for this part.
 - c. Cable - Part Number 3219750-3.
 - d. Sensor - Part Number 3253259-7.
 - e. Display Bracket - Part Number 3245798-1.
8. The NTE price includes:
 - a. Non-Recurring material, retrofit labor and the costs for updating the logistics products with the exception of that effort identified in 6a, 6b and 6c above.
 - b. The travel cost for one trip for two individuals to Ft. Lewis, WA; two trips for one person Aberdeen Proving Ground; one trip for one person to Yuma Proving Ground is included in this Modification 06.
9. This Modification 06 revises Section B of Delivery Order 0011 to incorporate CLIN 9001AD for this undefinitized action.
10. In accordance with DFARS Clause 252.217-7027, the definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed \$961,724.
11. In accordance with the FAR Clause 52.216-24, in performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding \$400,000; and, the maximum amount for which the Government shall be liable if this contract is terminated is \$400,000.
- 12 The following clauses apply to this undefinitized action:

FAR 52.216-24 entitled "Limitation of Government Liability"
DFARS 252.217-7027 entitled "Contract Definitization"
- 13 The definitive modification for this action is planned to be awarded on a Firm-Fixed Price basis with the following definitization schedule:

Projected Award Date:	12 December 2003
Proposal Receipt Date:	N/A
Completion of Negotiations	19 December 2003
Definitization Modification Award:	9 January 2004
- 14 As a result of this Modification 06, the total amount obligated to Delivery Order 0011 is increased by \$400,000. Except as specifically stated above, all other terms and conditions of Delivery Order 0011 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 002 ***

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
9001AD	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: DVE RELOC RETROFIT/DO# 0002 PRON: X13GX327X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008</p> <p>UNDEFINITIZED ACTION</p> <p>CLIN Added by Modification 06.</p> <p>(End of narrative B001)</p> <p>This is a Not-To-Exceed (NTE) price for the incorporation of the 702 units of the DVE final solution hardware, retrofit and/or production cut-in for the Stryker vehicles acquired under Delivery Orders 0002, 0010 and 0019. As a part of the NTE price, the contractor shall deliver the updated Interactive Electronic Technical Manuals (IETMs), Publications and Training Manuals associated with the DVE Final Solution hardware change.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-OCT-2004</td> </tr> </table> <p style="text-align: right;">\$ 400,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-OCT-2004				\$ 400,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-OCT-2004												

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
9001AD	X13GX327X1 31107180008 A13P30082RX1	AA	1 3GXP48	0.00 \$	400,000.00 \$	400,000.00
				NET CHANGE \$	400,000.00	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	AA	21 32033000035R5R07P31107131E9 S20113	W56HZV	\$ 400,000.00
				NET CHANGE \$ 400,000.00

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 33,424,804.00	\$ 400,000.00	\$ 33,824,804.00

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MOD/AMD 06

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
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I-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding:

CLIN 9001AA: \$392,135 dollars.
 CLIN 9001AB: \$406,027 dollars
 CLIN 9001AC: \$1,248,289 dollars
 CLIN 9001AD: \$400,000 dollars

(b) The maximum amount for which the Government shall be liable if this contract is terminated is:

CLIN 9001AA: \$392,135 dollars.
 CLIN 9001AB: \$406,027 dollars.
 CLIN 9001AC: \$1,248,289 dollars.
 CLIN 9001AD: \$400,000 dollars.

(End of clause)

I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A Firm-Fixed Price (FFP) 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 (FFP) proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing the undefinitized contract action under Delivery Order 0011 are as follows:

	CLIN 9001AA	CLIN 9001AB	CLIN 9001AC	CLIN 9001AD
Target Date for Definitization:	19 Jan 04	19 Jan 04	4 Feb 04	9 Jan 04
Submission of Proposal:	1 Dec 03	1 Dec 03	5 Dec 03	Submitted
Beginning of Negotiations:	15 Dec 03	3 Jan 04	23 Jan 04	19 Dec 03
Submission of Make-or-Buy:	N/A	TBD	N/A	N/A
Submission of Subcontracting Plan:	19 Jan 04	N/A	23 Jan 04	19 Dec 03
Submission of Cost and Pricing Data:	19 Jan 04	N/A	23 Jan 04	Submitted

(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.

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(d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed:

CLIN 9001AA: \$784,271
CLIN 9001AB: \$812,055
CLIN 9001AC: \$2,496,577.
CLIN 9001AD: \$961,724

[End of Clause]