



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 5</b>
	PIIN/SIIN DAAE07-00-D-M051/0019      MOD/AMD 24	
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP LLC, JOINT VENTURE		

SECTION A - SUPPLEMENTAL INFORMATION

Program: Stryker Family of Armored Vehicles

1. This Modification 24 to Delivery Order 0019 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Pursuant to FAR Clause 52.243-1 Changes Fixed Price (Aug 1987), contained in the contract, the Government hereby requires the contractor to install a 200 amp circuit and a rear power connector on the Engineering Squad Vehicle (ESV) beginning with third brigade.
3. On 14 April 03, the contractor submitted a qualifying proposal for this effort, CCP 208 under cover letter BCT: 03-1401. The associated contractor ECO numbers are 12038121, 38133, and 38134.
4. Funding of this proposal is time sensitive to allow for BCT 3 ESV production cut-in and to avoid additional retrofit costs.
5. In accordance with DFARS 217.7404-4 entitled, "Limitations on Obligations", which allows obligations of up to 75% of the not-to-exceed price upon submission of a qualifying proposal, funding for this action is \$20,000 or approximately 68% of the proposed \$29,552 cost for the 200 amp circuit and rear power connector.
6. The following clauses apply to this modification:
  - FAR 52.216-24 Limitation of Government Liability
  - FAR 52.216-26 Payments of Allowable Costs Before Definitization
  - DFARS 252.217-7027 Contract Definitization
7. Definitization of this modification is planned to be on a Firm-Fixed-Price basis with the following definitization schedule:
  - Projected date to begin Alpha effort: 9 March 04
  - Projected completion of alpha effort: 17 March 04
  - Projected definitization date: 24 March 04
8. The contractor agrees to perform the work described above for a Not-To-Exceed ceiling price of \$29,552.
9. The limitation of Government liability amount is \$20,000.
10. The total amount funded for this effort is \$20,000. CLIN 9010AA is established for this purpose.
11. As a result of this modification 24, the total amount obligated under Delivery Order 0019 is increased by \$20,000.
12. Except as specifically stated above, all other terms and conditions of Delivery Order 0019 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 023 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 24

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																														
9001	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified																																														
9001AB	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: NTE-ESV REAR POWER CONNECTOR                      PRON: X13GX364X1 PRON AMD: 01 ACRN: AA                      AMS CD: 31107180008</p> <p>CLIN Added By Modification 24</p> <p>Incorporate a 200 amp circuit with a rear power connector into the Engineering Squad vehicle (ESV).</p> <p>Ceiling Price: \$29,552                      Limitation of Government Liability: \$20,000</p> <p>(End of narrative B001)</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></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <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>W909533065H364</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>003</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>10</td> <td>31-JUL-2004</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (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>                      DAAE07-00-D-M051/0019</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909533065H364	Y00000	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					003					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	10	31-JUL-2004				10	EA	\$ 2,000.00000	\$ 20,000.00
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**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-D-M051/0019 **MOD/AMD** 24

**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>
9001AB	X13GX364X1 31107180008 A13P30082RX1	AA	1 3GXP01	0.00 \$	20,000.00 \$	20,000.00
				NET CHANGE \$	20,000.00	

<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	\$ 20,000.00
				NET CHANGE \$ 20,000.00

	<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:	\$ 384,627,093.00	\$ 20,000.00	\$ 384,647,093.00

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN DAAE07-00-D-M051/0019

MOD/AMD 24

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

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-2 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 \$20,000 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$20,000 dollars. (End of clause)			

I-3 CHANGED 252.217-7027 CONTRACT DEFINITIZATION OCT/1998

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

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

Target Date for Definitization:	24 March 2004
Submission of Proposal:	15 March 2004
Beginning of Negotiations:	17 March 2004
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	15 March 2004

(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 \$29,552.

[End of Clause]