

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 8

2. Amendment/Modification No.

P00026

3. Effective Date

2014APR15

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
SHELLY MASAKOWSKI
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: SHELLY.MASAKOWSKI@US.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DAYTON
AREA C, BUILDING 30
1725 VAN PATTON DRIVE
WRIGHT-PATTERSON AFB, OH 45433-5302

Code

S3605A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

ALLISON TRANSMISSION, INC.
4700 W 10TH ST
INDIANAPOLIS, IN 46222-3277

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-08-D-0159

10B. Dated (See Item 13)

2008SEP19

Code 73342

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.

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 _____ 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)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- 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).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 6.302-1
- 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)	
		LISA BEHNKE LISA.BEHNKE@US.ARMY.MIL (586)282-4502	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2014APR15

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SHELLY MASAKOWSKI
 Buyer Office Symbol/Telephone Number: CCTA-AHP-A/(586)282-4862
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: B
 Contract Expiration Date: 2016MAR31

*** End of Narrative A0000 ***

CONTRACT: W56HZV-08-D-0159
 CONTRACTOR: Allison Transmission Inc.
 PROGRAM: Allison Corporate Contract
 MODIFICATION: P00026
 PREPARED BY: SMM

- 1) The purpose of this modification P00026 is to issue a letter contract. This letter contract, based on the terms and conditions set forth herein, signifies the intention of the Department of the Army to execute a formal fixed price contract with Allison Transmissions Inc. (ATI) for (99) X1100-3B transmissions to support Abrams M1A2 tanks.
- 2) You are directed in accordance with FAR 52.216-23 entitled Execution and Commencement of Work and your signature in Block 15b on Standard Form 30 of this contract to proceed immediately to commence performance of this work, and to pursue such work with all diligence to the end that the supplies may be delivered or services performed within the time specified in Section F.
- 3) In accordance with the Special Provision clause 252.217.7027 entitled Contract Definitization, you shall submit a firm fixed price proposal for the articles and services covered by this letter contract, supported by a cost breakdown reflecting the major cost elements.
- 4) Incorporation of this requirement is subjective to a not-to-exceed ceiling price of \$51,444,025, a breakdown of the ceiling price on a CLIN basis is provided in Paragraph 7. Parties agree that the price of this effort will not exceed the ceiling price set forth herein. The amount obligated under this order and the limitation of government liability prior to definitization is \$11,349,458.22 (22% of the ceiling). In performing this requirement, the contractor is not authorized to make expenditures or incur obligation exceeding \$11,349,458.22.
- 5) This letter contract is entered into pursuant to 10 U.S.C. 2301(c)(2) and any required justification and approval has been executed by the Government.
- 6) Your signature in Block 15b on the Standard Form 30 of this Contract indicates acceptance of the terms and conditions in this letter contract.
- 7) As a result of this Modification, the following contract changes are made:

- The not-to-exceed ceiling price and obligated amount is applied at the CLIN level as outlined below:

	<u>DESCRIPTION</u>	<u>CEILING AMT</u>	<u>OBLIGATED AMT (22%)</u>
CLIN 0700	12 M1A2 transmissions	\$5,864,618.82	\$1,296,000.00
CLIN 0701	6 M1A2 transmissions	\$2,983,753.45	\$660,000.00
CLIN 0702	81 M1A2 transmissions	\$42,595,652.70	\$9,393,458.22

- The delivery schedule for each CLIN is as follows:

SubCLIN 0700AA:

- 3 units P/N 12372000 by July 2014
- 3 units P/N 12372000 by August 2014
- 3 units P/N 12372000 by September 2014
- 3 units P/N 12372000 by October 2014

SubCLIN 0701AA:

- 3 units P/N 29538350 by November 2014
- 3 units P/N 29538350 by December 2014

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 8****PIIN/SIIN** W56HZV-08-D-0159**MOD/AMD** P00026**Name of Offeror or Contractor:** ALLISON TRANSMISSION, INC.SubCLIN 0702AA:

9 units P/N 29538350 by January 2015
9 units P/N 29538350 by February 2015
9 units P/N 29538350 by March 2015
9 units P/N 29538350 by April 2015
9 units P/N 29538350 by May 2015
9 units P/N 29538350 by June 2015
9 units P/N 29538350 by July 2015
9 units P/N 29538350 by August 2015
9 units P/N 29538350 by September 2015

- Section H is updated to incorporate section H:11 - Small Business Subcontracting Plan.

- The following Contract Clauses are added and are applicable to CLINs 0700, 0701, 0702:

(52.216-23) Execution and Commencement of Work (APR 1984)
(52.216-24) Limitation of Government Liability (APR 1984)
(252.217-7027) Contract Definitization (DEC 2012)

*** END OF NARRATIVE A0030 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-08-D-0159 MOD/AMD P00026

Name of Offeror or Contractor: ALLISON TRANSMISSION, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0700	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>X1100-3B TRANSMISSIONS NO CONTAINERS - PRODUCTION YEAR 2014</u></p> <p>COMMODITY NAME: 1100-3B TRANSMISSIONS PSC: 2520 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>P/N: 12372000 Rev A - 11/16/09, Cage 19207.</p> <p>The amount obligated under 0700 is \$1,296,000 and represents the limit on Contractor expenditures and obligations and the limit on the Government's liability for work performed under this 0700.</p> <p>The ceiling amount for SubCLIN 0700 is \$5,864,618.82.</p> <p>**Added per Modification P00026.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT: Origin</p>	12	EA	\$ UNDEFINITIZED	\$ 1,296,000.00
0701	<p><u>X1100-3B TRANSMISSIONS IN CONTAINERS PRODUCTION YEAR 2014</u></p> <p>COMMODITY NAME: X1100-3B TRANSMISSIONS PSC: 2520 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>P/N: 29538350 Dated 09/22/00, Cage 73342.</p> <p>The amount obligated under 0701 is \$660,000 and represents the limit on Contractor expenditures and obligations and the limit on the Government's liability for work performed under this 0701.</p> <p>The ceiling amount for SubCLIN 0701 is \$2,983,753.45.</p> <p>**Added per Modification P00026.</p>	6	EA	\$ UNDEFINITIZED	\$ 660,000.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-08-D-0159 MOD/AMD P00026

Name of Offeror or Contractor: ALLISON TRANSMISSION, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0702	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT: Origin</p> <p><u>X1100-3B TRANSMISSIONS IN CONTAINERS - PRODUCTION YEAR 2015</u></p> <p>COMMODITY NAME: X1100-3B TRANSMISSIONS PSC: 2520 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>P/N: 29538350 Dated 09/22/00, Cage 73342.</p> <p>The amount obligated under 0702 is \$9,393,458.22 and represents the limit on Contractor expenditures and obligations and the limit on the Government's liability for work performed under this 0702.</p> <p>The ceiling amount for SubCLIN 0702 is \$42,595,652.70.</p> <p>**Added per Modification P00026.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT: Origin</p>	81	EA	\$ UNDEFINITIZED	\$ 9,393,458.22

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-08-D-0159 MOD/AMD P00026	Page 6 of 8
Name of Offeror or Contractor: ALLISON TRANSMISSION, INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.11 Small Business Subcontracting Plan - The small business subcontracting plan for production provided by Allison Transmissions Inc. on 2 April 2014 is hereby incorporated into this contract by reference.

H.12 Government-Owned Production Property - The contractor is authorized to use Government-Owned Production Property accountable under W56HZV-12-C-0067 within the period of performance of this contract on a rent free basis.

** Added per Modification P00026.

*** END OF NARRATIVE H0005 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 8
	PIIN/SIIN W56HZV-08-D-0159	MOD/AMD P00026	
Name of Offeror or Contractor: ALLISON TRANSMISSION, INC.			

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984
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The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than TBD. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of Clause)

I-2 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 \$11,349,458.22 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$11,349,458.22 dollars.

(End of Clause)

I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	DEC/2012
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(a) A letter 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 Fixed Price proposal and certified cost or pricing data supporting its proposal.

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

Award Date of UCA: 15 April 2014
Date of Qualifying Proposal: 23 January 2014
Date of Subcontracting Plan Submittal: 2 April 2014
Date to Start Negotiations: 16 June 2014
Date of Completion of Negotiations and Receipt of Certificate
of current Cost or Pricing Data: 18 July 2014
Date of Make-or-Buy Plans: Not Applicable
Date of Contract Definitization: 22 July 2014

(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 Officers 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 Officers 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 \$51,444,025.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 8****PIIN/SIIN** W56HZV-08-D-0159**MOD/AMD** P00026

Name of Offeror or Contractor: ALLISON TRANSMISSION, INC.

(End of clause)