

2. Amendment/Modification No. P00007	3. Effective Date 2014APR30	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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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
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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	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-12-C-0067
Code 73342 Facility Code		10B. Dated (See Item 13) 2012MAR15

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.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	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).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	Mutual Agreement of the Parties
<input type="checkbox"/>	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 _____ (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2014APR30

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SHELLY MASAKOWSKI
Buyer Office Symbol/Telephone Number: CCTA-AHP-A/(586)282-4862
Type of Contract: Cost No Fee
Kind of Contract: Facilities Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: B
Weapon System: Tank, M1 Abrams Family of Vehicles
Contract Expiration Date: 2014MAR15

*** End of Narrative A0000 ***

CONTRACT: W56HZV-12-C-0067
CONTRACTOR: Allison Transmissions Inc.
MODIFICATION: P00007
PREPARED BY: SMM

1. The purpose of this Modification P00007 is to modify the contract to increase the contractors responsibility for property on this contract from \$50,000 to \$100,000 in accordance with modification P00028 to contract W56HZV-08-D0159.

2. Section C.2.1 and C.4.1.2 is revised as follows:

A. Section C.2.1, from: To ensure best value to approved GWOs, the Contractor shall submit GWO proposals requesting funding actions for projects in excess of \$ 50,000.00 in sufficient detail for evaluation and approval by the PCO. These GWOs will be for:

To: C.2.1 To ensure best value to approved GWOs, the Contractor shall submit GWO proposals requesting funding actions for projects in excess of \$100,000.00 in sufficient detail for evaluation and approval by the PCO. These GWOs will be for

B. Section C.4.1.2, from: If the anticipated cost is in excess of \$50,000.00, repairs will commence after approval of a GWO in accordance with paragraph C.2.

To: If the anticipated cost is in excess of \$100,000.00, repairs will commence after approval of a GWO in accordance with paragraph C.2.

3. No other changes are made to Section C as a result of this modification.

*** END OF NARRATIVE A0008 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GOVERNMENT OWNED FACILITIES

C.1.1 The Contractor, as an independent Contract and not as an agent of the Government, for the period set forth in Section F of this contract, shall furnish the supplies and services necessary for the continued provision, as well as rehabilitation and replacement of the Government-owned equipment at Allison Transmission, Incorporated, Indianapolis, Indiana.

C.2 GENERAL WORK ORDER (GWO) PROPORAL SUBMISSION AND APPROVAL

C.2.1 To ensure best value to approved GWOs, the Contractor shall submit GWO proposals requesting funding actions for projects in excess of \$100,000.00 in sufficient detail for evaluation and approval by the PCO. These GWOs will be for maintenance of production capability, to include, but not limited to, the acquisition, installation, maintenance, replacement, repair, rehabilitation, preservation, accountability and disposition of Government-owned Industrial Plant Equipment (IPE) and Other Plant Equipment (OPE).

C.2.2 GWO proposals requiring funding shall include, as appropriate, the following:

- (1) Justification (Production, Economic or Regulatory) for IPE/OPE project.
- (2) Alternatives considered.
- (3) All estimated labor costs broken out by trade, description of work and number of labor hours per task.
- (4) Description, quantity, and estimated cost per item of material and any description on estimated cost of outside vendor services.
- (5) Design criteria and data.
- (6) Available manufacturers recommended data and available performance trend data, such as scrap, rework, machine downtime, vibration analysis, Renishaw Ball Bar test, SPC data and other operational statistics.
- (7) Original acquisition cost.
- (8) The allowable indirect rates as described in the Contractors Disclosure Statement.
- (9) Estimated completion dates.

C.2.3 Proposed GWOs requiring funding shall be evaluated and, if approved by the PCO, incorporated by modification to the contract.

C.2.4 During the performance of an approved and funded GWO, any deviation from the originally authorized scope of work or determination that the original allocation of funding is not adequate to support project costs, shall require preparation and submission of a supplemental GWO for review by the PCO. GWO scope deviations include labor changes between vendor services and ATI labor, but do not include period of performance extensions.

C.3 INVENTORIES OF INDUSTRIAL PLANT EQUIPMENT (IPE) AND OTHER PLANT EQUIPMENT (OPE)

C.3.1 The Contractor shall maintain an inventory listing of IPE and OPE in Contractor format and make it available for Government review as necessary.

C.3.2 The Contractor shall conduct a physical inventory of the Government-Owned equipment at a frequency to be determined by the PCO. The inventory results will be reconciled in both item and monetary terms with the existing property records. The Contractor will be reimbursed for such inventories by an approved GWO pursuant to the General Provision entitled, Allowable Cost and Payment, FAR 52.216.7.

C.3.3 It is agreed that the Contractors current Custodian Facilities Master List, which verifies the location of all IPE/OPE, satisfies the requirements of FAR 52.245-1. The Contractor will furnish a copy of this list to the ACO, as requested.

C.3.4 To the extent practicable, the Contractor shall identify and record all IPE/OPE subject to this clause with an appropriate stamp, tag, manufacturers part number or other mark.

C.4 OPERATION AND MAINTENANCE

C.4.1 The Contractor shall maintain Government-owned IPE/OPE in accordance with the ACO approved Contractor Maintenance Plan and the following paragraphs:

C.4.1.1 The Contractor shall monitor available manufacturers recommended data and available performance trend data such as scrap, rework, machine downtime, vibration analysis, Renishaw Ball Bar test, SPC data and other operational statistics to assist in the determination of (1) the necessary levels of IPE/OPE maintenance, (2) when and if plant IPE/OPE is to be rehabilitated, and (3) when and if IPE/OPE is to be replaced. The Contractor shall coordinate with the Government, periodically and/or on an as requested basis, for providing and explaining this data as it pertains to facility actions.

C.4.1.2 The Government and the Contractor recognize it is the Contractors responsibility to complete promptly any repairs of the Plant IPE/OPE necessary for production. If the anticipated cost is in excess of \$100,000.00, repairs will commence after approval of a GWO in accordance with paragraph C.2.

C.4.1.3 The Contractor shall maintain monthly preventative maintenance records indicating, at a minimum, PM tasks scheduled and completed as well as IPE/OPE found requiring repair action. In addition, records shall be maintained for these repairs showing scheduled and completion dates.

C.5 REMOVAL OF IPE/OPE AND SPARE PARTS IPE/OPE

C.5.1 The Contractor shall not remove the Government furnished IPE/OPE from its facility or from a subcontractors facility without prior written notification from the PCO.

C.5.2 The Contractor agrees that the IPE/OPE will be retained in accordance with Paragraph C.6 below entitled, RETENTION/DISPOSITION/STORAGE OF IPE/OPE, whenever it is determined that the IPE/OPE is no longer required in the performance of the current and potential future Contractors or Subcontractors contracts for which the IPE/OPE have been authorized, or upon termination pursuant to any provision of this contract. All packaging, crating, handling and transportation (PCH&T) shall be accomplished in accordance with instructions received from the PCO. Proposed GWO(s) for IPE and OPE dismantling, removal and PCH&T shall be provided to

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the PCO for review and approval. An approved GWO shall authorize the Contractor to proceed with this effort.

C.6 RETENTION/DISPOSITION/STORAGE OF IPE/OPE

C.6.1 The Contractor agrees that the IPE/OPE shall be retained by the Contractor without charge under this contract in the plant where installed for a period of 120 days after the PCOs written removal notification, described in Paragraph C.5 above. If the PCO determines that the equipment is to be stored, the Contractor and the PCO will mutually agree on a storage location. The Contractor shall be reimbursed by an approved GWO for the allowable and allocable costs required to comply with such storage requirements. These may include the following:

C.6.1.1 Insuring that no additional damage occurs from being idle, such as blocking machining heads, replacing water soluble hydraulic fluids (i.e. red pop) and placing the equipment in a zero-energy state.

C.6.1.2 Retention or storage in such a manner that the equipment does not interfere with on-going production and shall be adequately protected against the elements and deterioration.

C.6.2 Such IPE/OPE will be retained or stored in such a manner that they can be reinstalled in a production line within a reasonable time.

C.7 IPE/OPE MODIFICATON OR TEMPORARY PRESERVATION

C.7.1 IPE/OPE in the possession of the Contractor and accountable under this contract may not be modified or removed from service without a written notification to the PCO. The PCO will provide concurrence/non-concurrence within two weeks after contractor notification.

C.7.2 The Contractor will follow the procedure below when any or all Government owned or furnished IPE/OPE are to be removed from service at the completion of production requirements under the related production contracts.

C.7.2.1 SCOPE - The purpose of this procedure is to temporarily preserve any and all units of IPE/OPE when it is determined that such IPE/OPE are no longer required for the production contract(s).

C.7.2.2 DEFINITION This procedure covers two phases of operation to be performed immediately following production:

C.7.2.2.1 SHUT DOWN INSPECTION

(i) Each item of IPE/OPE will be visually inspected jointly by the appropriate Government and Contractor representatives prior to shut down and while the unit is under power. The purpose of the inspection is to serve as a basis for determining the present overall condition of the unit, internally and externally. Hand hole or inspection plates only will be removed for internal inspection.

(ii) The criteria for determining the condition code of IPE/OPE during the visual inspection will be the same criteria as used in determining the condition code of the IPE/OPE for lay-away.

C.7.2.2.2 SHUT DOWN MAINTENANCE

(i) Perform special functions in accordance with approved GWOs.

(ii) Wherever feasible, the Contactor will filter the oil for reuse.

(iii) Permanent tooling may remain on machine.

(iv) If IPE/OPE are removed from service the IPE/OPE should be wiped down and cleaned of any oils, turnings, and cutting fluids and a light oil coating applied to surfaces.

C.8 PLANT CLEARANCE/PROPERTY DISPOSAL

C.8.1 Plant clearance shall be accomplished in accordance with the established procedures set forth in Part 45 of the FAR and DFARS and in accordance with instructions of the PLCO. Disposal actions may be processed through an approved on-line internet auction database.

C.9 INCURRED COST REPORT

C.9.1 The Contractor shall provide a quarterly status report of incurred cost by work order in electronic format in accordance with the attached Form 1423. This report is not separately priced.

*** END OF NARRATIVE C0001 ***