

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee Page 1 Of 6

2. Amendment/Modification No. P00008
3. Effective Date 2014AUG29
4. Requisition/Purchase Req No. SEE SCHEDULE
5. Project No. (If applicable)

6. Issued By Code W56HZV
U.S. ARMY CONTRACTING COMMAND
JAMES J. GIACCHINA
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL
EMAIL: JAMES.J.GIACCHINA.CIV@MAIL.MIL
7. Administered By (If other than Item 6) Code S2305A
DCMA DETROIT
35803 MOUND ROAD
STERLING HEIGHTS MI 48310

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
AVL POWERTRAIN ENGINEERING, INC
47519 HALYARD DR
PLYMOUTH, MI 48170-2438
9A. Amendment Of Solicitation No.
9B. Dated (See Item 11)
10A. Modification Of Contract/Order No.
W56HZV-13-C-0005
10B. Dated (See Item 13)
2012DEC04
Code 3Y1K3 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)

ACRN: AF NET INCREASE: \$354,000.00

**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: Mutual Agreement by Both Parties
 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)
15B. Contractor/Offeror
(Signature of person authorized to sign)
15C. Date Signed
16A. Name And Title Of Contracting Officer (Type or print)
JOHN M. HOPFNER
JOHN.HOPFNER@US.ARMY.MIL (586)282-7359
16B. United States Of America
By _____ /SIGNED/
(Signature of Contracting Officer)
16C. Date Signed
2014AUG29

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 6
	PIIN/SIIN W56HZV-13-C-0005 MOD/AMD P00008	
Name of Offeror or Contractor: AVL POWERTRAIN ENGINEERING, INC		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JAMES J. GIACCHINA
 Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9736
 Type of Contract: Cost Plus Fixed Fee
 Kind of Contract: Research and Development Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems
 Contract Expiration Date: 2015MAR03

*** End of Narrative A0000 ***

Modification P00008

PREVIOUS NEGOTIATED CONTRACT AMOUNT: \$4,899,000.00
 AMOUNT OF THIS ACTION: \$ 354,000.00
 TOTAL NEGOTIATED CONTRACT AMOUNT: \$5,253,000.00

PREVIOUS OBLIGATED CONTRACT AMOUNT: \$4,899,000.00
 OBLIGATE AMOUNT THIS ACTION: \$ 354,000.00
 TOTAL OBLIGATED CONTRACT AMOUNT: \$5,253,000.00

- The purpose of this bilateral modification is to provide additional funds for a negotiated cost overrun on this contract, in the amount of \$354,000, reference new Attachment 0002 to the contract provided via email.
- As a result of Modification P00008, the contract is modified as follows:

Section B:

- CLIN 0001AC is hereby established and funded in the amount of \$354,000 (PRON R34MC04XR3) to fund the negotiated cost overrun on this contract.
- Paragraph B.4.1 is revised to reflect the \$354,000 increase in funds from \$4,899,000 to \$5,253,000.

Section G:

- This section is updated to add accounting and appropriation data for the partial and final increment of funds added by this modification.

Section J:

- Attachment 0002 is added to this contract, consisting of a letter from AVL's Senior Program Manager for the cost share of CLIN 0001 overrun. (Attachment 00002 is provided via email with this modification.)

- As a result of this modification, the total contract value is increased by \$354,000 from \$4,899,000 to \$5,253,000.
- Except as provided herein, all other terms and conditions of this contract remain unchanged.

*** END OF NARRATIVE A0008 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 6**

PIIN/SIIN W56HZV-13-C-0005

MOD/AMD P00008

Name of Offeror or Contractor: AVL POWERTRAIN ENGINEERING, INC**B.1 ESTIMATED COST, FIXED FEE AND PAYMENT**

B.1.1 The estimated cost for the performance of the work required under this contract is set forth in Section B under CLIN 0001, 0002, 0003, and its SubCLINs, which shall constitute the estimated cost for the purpose of the Contract Clause FAR 52.232-22, LIMITATION OF FUNDS.

B.1.2 The Contractor will be paid the total fixed fee stated in Section B under SubCLIN 0001AA (TOTAL CONTRACT AMOUNT) for the performance of work under the contract and in accordance with the terms of the Contract Clause FAR 52.216-8, FIXED FEE. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined and payment thereof shall be provided, in accordance with the Contract Clause FAR 52.216-7, ALLOWABLE COST AND PAYMENT.

B.1.4 The Contractor may submit public vouchers in accordance with the Contract Clause FAR 52.216-7, ALLOWABLE COST AND PAYMENT, for payment under this contract.

B.1.5 The fixed fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.2 FUNDING

B.2.1 The Government will provide funds under this contract covering the estimated cost and fixed fee on an incremental basis provided for in the funding schedule listed in B.3 below and pursuant to Contract Clauses FAR 52.232-22, LIMITATION OF FUNDS, and DFARS 252.232-7007, LIMITATION OF GOVERNMENTS OBLIGATION. It is estimated that the incremental funds are sufficient for the performance of work in each of the cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each of the cited periods listed below. The Contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the Contractor has reason to believe that the funds allotted to this contract for any cited period is either insufficient or excessive for the performance of work required under that cited period, the Government shall be so notified.

****B.3 FUNDING SCHEDULE**

<u>Performance Period</u>	<u>Amount</u>
Date of Contract Award through 10/31/2013	\$3,266,000.00
11/01/2013 through Contract Completion	<u>\$1,987,000.00</u>
Total Contract Value	\$5,253,000.00

B.4 FUNDS ALLOTTED

**B.4.1 The amount of funds currently allocated to this contract is \$5,253,000.

B.4.2 Contract W56HZV-13-C-0005 is fully Funded

B.5 CAPPED INDIRECT RATES

B.5.1 Section H.3 outlines the mutually agreed upon, capped Fringe Benefit, Labor Overhead, and G&A rates to be utilized for this contract.

**Revised by Modification P00008

*** END OF NARRATIVE B0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PIIN/SIIN W56HZV-13-C-0005

MOD/AMD P00008

Name of Offeror or Contractor: AVL POWERTRAIN ENGINEERING, INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001AC	R34MC04XR3	2	R.0009793.1.9	AF \$	0.00 \$	354,000.00 \$	354,000.00
					NET CHANGE \$	354,000.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AF	021 201420152040 A60FL 622601H91RK17 2550 L035969314 R.0009793.1.9	021001 \$ 354,000.00
		NET CHANGE \$ 354,000.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 4,899,000.00	\$ 354,000.00	\$ 5,253,000.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0001AC	AF	021 201420152040 A60FL 622601H91RK17	2550 L035969314 R.0009793.1.9 021001

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 6****PIIN/SIIN** W56HZV-13-C-0005**MOD/AMD** P00008**Name of Offeror or Contractor:** AVL POWERTRAIN ENGINEERING, INC

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0002	CLIN 0001 COST SHARE LETTER	20-JAN-2014	003	EMAIL