

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 19

2. Amendment/Modification No.

04

3. Effective Date

2013SEP10

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

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

EMAIL: JASON.MACFARLAND@US.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DETROIT
35803 MOUND ROAD
STERLING HEIGHTS MI 48310

Code

S2305A

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

GENERAL DYNAMICS LAND SYSTEMS INC.
38500 MOUND RD
STERLING HEIGHTS, MI 48310-3200

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-13-D-0008/0011

10B. Dated (See Item 13)

2013JUN06

Code 7W356

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)

SEE SECTION G (IF APPLICABLE)

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 of the 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)		16A. Name And Title Of Contracting Officer (Type or print) MICHAEL R. CHANEY MICHAEL.R.CHANEY.CIV@MAIL.MIL (586)282-2068	
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)	2013SEP10

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

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PIIN/SIIN W56HZV-13-D-0008/0011

MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JASON MACFARLAND
Buyer Office Symbol/Telephone Number: CCTA-AIL-B/(586)282-1709
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: C
Weapon System: Miscellaneous Combat Vehicles

*** End of Narrative A0000 ***

Contract W56HZV-13-D-0008
Delivery Order 0011
Modification 04

1. This action constitutes an Undefined Contract Action (UCA), W56HZV-13-D-0008, against Delivery Order 0011, Modification 04 and signifies the intent of the U.S. Army Contracting Command-Warren to execute a definitive firm-fixed-price contract for a quantity of 176 Flat Bottom Warfighter Information Network-Tactical (WIN-T) Increment 2 (Inc 2) A-Kits for the for the Commander's Vehicle (CV), Infantry Carrier Vehicle (ICV), and Reconnaissance Vehicle (RV) as set forth in this UCA, upon the terms and conditions stated therein, which are incorporated into and made a part of this UCA.

2. General Dynamics Land Systems (GDLS) is directed to commence performance in accordance with Section I clause FAR 52.216-23, "Execution and Commencement of Work."

3. In accordance with the Section I clause DFARS 252.217-7027, "Contract Definitization," GDLS shall submit a proposal for the supplies covered in this UCA. Your company shall support its proposal with certified cost or pricing data, and submit a Certificate of current Cost or Pricing Data upon agreement of the contract price. A Subcontracting Plan is also required. For purpose of the Order of Precedence, in resolving any inconsistencies in this document, the information within this narrative of Section A shall be incorporated into and become a part of the UCA Schedule.

The definitization schedule for this action is as follows:

Date of Qualifying Proposal Submittal:	18 July 2013
Projected Award Date of UCA:	06 September 2013
Projected Date to Start Negotiations:	01 November 2013
Projected Date to Conclude Negotiations:	25 November 2013
Estimated Date of Contract Definitization:	27 December 2013

4. This UCA authorizes your company to spend up to \$10,432,983 with a total ceiling price of \$14,894,906 for the production of the following:

- a. CLIN 0811CA is established and funded in the amount of \$3,078,552 for a quantity of 42 each WIN-T CV PoP Kits, Part Number: LS1102354. The parties agree that the Not-To-Exceed (NTE) amount for CLIN 0811CA is \$4,395,170, which reflects \$104,647 per Kit. This NTE amount takes into account all costs needed to procure WIN-T CV PoP Kits.
- b. CLIN 0811CB is established and funded in the amount of \$3,089,618 for a quantity of 56 each WIN-T CV SNE Kits, Part Number: LS1102355. The parties agree that the Not-To-Exceed (NTE) amount for CLIN 0811CB is \$4,410,969, which reflects \$78,767.30 per Kit. This NTE amount takes into account all costs needed to procure WIN-T CV SNE Kits.
- c. CLIN 0811CC is established and funded in the amount of \$2,636,461 for a quantity of 50 each WIN-T ICV SNE Kits, Part Number: LS1102356. The parties agree that the Not-To-Exceed (NTE) amount for CLIN 0811CC is \$3,764,009, which reflects \$75,280.18 per Kit. This NTE amount takes into account all costs needed to procure WIN-T ICV SNE Kits.
- d. CLIN 0811CD is established and funded in the amount of \$1,628,352 for a quantity of 28 each WIN-T RV SNE Kits, Part Number: LS1102357. The parties agree that the Not-To-Exceed (NTE) amount for CLIN 0811CD is \$2,324,758, which reflects \$83,027.07 per Kit. This NTE amount takes into account all costs needed to procure WIN-T RV SNE Kits.

The definitive contract resulting from this letter contract will include a negotiated price that will in no event exceed \$14,894,906. The ceiling price of \$14,894,906 is subject to downward adjustment only pending definitization.

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

5. In performing this contract, GDLS is not authorized to make expenditures or incur obligations exceeding \$10,432,983. The maximum amount for which the Government shall be liable if this contract is terminated is \$10,432,983.

6. If agreement of a definitive contract to supersede this UCA is not reached by the target date above, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of 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, GDLS shall proceed with completion of the contract, subject only to FAR clause 52.216-24, "Limitation of Government Liability".

7. Applicable only to this UCA and in accordance with Section I clause, 52.232-16 "Progress Payments:"

The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date.

The amount of unliquidated progress payments shall not exceed \$8,346,386.

8. As a result of this Modification 04, the total amount obligated under Delivery Order 0011 is increased by \$10,432,983, from \$868,910 to \$11,301,893.

9. Except as stated herein, all other terms and conditions of Contract W56HZV-13-D-0008 remain unchanged and in full force and effect.

10. GDLS shall indicate acceptance of this UCA by an authorized signature on the line below, and return it to the Contracting Officer no later than 30 August 2013. Upon acceptance by both parties, GDLS shall begin performing the work, including purchase of necessary materials.

11. If you have any questions regarding this matter, please contact the contract specialist, Mr. Jason MacFarland, CCTA-AIL-B at (586) 282-1709, email jason.c.macfarland.civ@mail.mil or the undersigned at (586) 282-2068, email michael.r.chaney.civ@mail.mil

SIGNED:

MICHAEL R. CHANEY
 Contracting Officer
 Date:

ACCEPTANCE OF UCA:

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

For administrative purposes, the codes are as follows:

DCMA Code: _____

DCMA Address: _____

DFAS Code: _____

DFAS Address: _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0008/0011 MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																														
0811	WIN-T Commanders Veh NSN: 9999-99-999-9999 FSCM: 19204 PART NR: LS1102354																																														
0811CA	<p><u>WIN-T COMMANDERS VEHICLE POP KIT</u></p> <p>GENERIC NAME DESCRIPTION: WIN-T Commanders Veh CLIN CONTRACT TYPE: Firm Fixed Price PRON: W13GXR30X1 PRON AMD: 01 ACRN: AC PSC: 9999</p> <p>CLIN 0811CA is established by Modification 04.</p> <p>Part Number: LS1102354</p> <p>The amount obligated under CLIN 0811CA is \$3,078,552 and represents the limit on contractor expenditures and obligations and the limit on the Government's liability for work performed under this CLIN. The obligated amount also represents this CLIN's portion of liability relative to the entire contract's limitation of liability under FAR clause 52.216-24, "Limitation of Government Liability".</p> <p>The Not-To-Exceed (NTE)/ceiling amount for CLIN 0811AA is \$4,395,170 and represents this CLIN's portion of the total NTE/ceiling price established under DFARS clause 252.217-7027, "Contract Definitization".</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W9095332390030</td> <td>W91WZ0</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>11</td> <td></td> <td>01-MAY-2014</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>11</td> <td></td> <td>02-JUN-2014</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>10</td> <td></td> <td>01-JUL-2014</td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W9095332390030	W91WZ0	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DEL DATE</u>			001	11		01-MAY-2014			002	11		02-JUN-2014			003	10		01-JUL-2014			42	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 3,078,552.00 \$ 4,395,170.00
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PIIN/SIIN W56HZV-13-D-0008/0011 MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004	10 01-AUG-2014 FOB POINT: Destination SHIP TO: (W91WZ0) XR W4GG PM STRYKER GSA WHSE 1 2701 C ST AUBURN, WA, 98001-0001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-13-D-0008/0011				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0008/0011 MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																								
0811CB	<p><u>WIN-T COMMANDERS VEHICLE SNE KIT</u></p> <p>GENERIC NAME DESCRIPTION: WIN-T Commander's ve CLIN CONTRACT TYPE: Firm Fixed Price PRON: WL3GXR31X1 PRON AMD: 01 ACRN: AD PSC: 9999</p> <p>CLIN 0811CB is established by Modification 04.</p> <p>Part Number: LS1102355</p> <p>The amount obligated under CLIN 0811CB is \$3,089,618 and represents the limit on contractor expenditures and obligations and the limit on the Government's liability for work performed under this CLIN. The obligated amount also represents this CLIN's portion of liability relative to the entire contract's limitation of liability under FAR clause 52.216-24, "Limitation of Government Liability".</p> <p>The Not-To-Exceed (NTE)/ceiling amount for CLIN 0811AA is \$4,410,969 and represents this CLIN's portion of the total NTE/ceiling price established under DFARS clause 252.217-7027, "Contract Definitization".</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</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> </tr> <tr> <td>001</td> <td>W9095332390031</td> <td>W91WZ0</td> <td>J</td> <td>2</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> </tr> <tr> <td>001</td> <td>14</td> <td>01-MAY-2014</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>14</td> <td>02-JUN-2014</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>14</td> <td>01-JUL-2014</td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>14</td> <td>01-AUG-2014</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W91WZ0) XR W4GG PM STRYKER GSA WHSE 1 2701 C ST</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W9095332390031	W91WZ0	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	14	01-MAY-2014			002	14	02-JUN-2014			003	14	01-JUL-2014			004	14	01-AUG-2014			56	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 3,089,618.00 \$ 4,410,969.00
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AUBURN, WA, 98001-0001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-13-D-0008/0011				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0008/0011 MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																								
0811CC	<p><u>WIN-T INFANTRY CARRIER VEHICLE SNE KIT</u></p> <p>GENERIC NAME DESCRIPTION: WIN-T Infantry Carri CLIN CONTRACT TYPE: Firm Fixed Price PRON: W13GXR32X1 PRON AMD: 01 ACRN: AE PSC: 9999</p> <p>CLIN 0811CC is established by Modification 04.</p> <p>Part Number: LS1102356</p> <p>The amount obligated under CLIN 0811CC is \$2,636,461 and represents the limit on contractor expenditures and obligations and the limit on the Government's liability for work performed under this CLIN. The obligated amount also represents this CLIN's portion of liability relative to the entire contract's limitation of liability under FAR clause 52.216-24, "Limitation of Government Liability".</p> <p>The Not-To-Exceed (NTE)/ceiling amount for CLIN 0811AA is \$3,764,009 and represents this CLIN's portion of the total NTE/ceiling price established under DFARS clause 252.217-7027, "Contract Definitization".</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</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> </tr> <tr> <td>001</td> <td>W9095332390032</td> <td>W91WZ0</td> <td>J</td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>13</td> <td></td> <td>01-MAY-2014</td> <td></td> </tr> <tr> <td>002</td> <td>13</td> <td></td> <td>02-JUN-2014</td> <td></td> </tr> <tr> <td>003</td> <td>12</td> <td></td> <td>01-JUL-2014</td> <td></td> </tr> <tr> <td>004</td> <td>12</td> <td></td> <td>01-AUG-2014</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W91WZ0) XR W4GG PM STRYKER GSA WHSE 1 2701 C ST</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W9095332390032	W91WZ0	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DEL DATE</u>		001	13		01-MAY-2014		002	13		02-JUN-2014		003	12		01-JUL-2014		004	12		01-AUG-2014		50	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 2,636,461.00 \$ 3,764,009.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																								
0811CD	<p>WIN-T RECONNAISSANCE VEHICLE SNE KIT</p> <p>GENERIC NAME DESCRIPTION: WIN-T Reconnaissance CLIN CONTRACT TYPE: Firm Fixed Price PRON: WL3GXR33X1 PRON AMD: 01 ACRN: AF PSC: 9999</p> <p>CLIN 0811CD is established by Modification 04.</p> <p>Part Number: LS1102357</p> <p>The amount obligated under CLIN 0811CD is \$1,628,352 and represents the limit on contractor expenditures and obligations and the limit on the Government's liability for work performed under this CLIN. The obligated amount also represents this CLIN's portion of liability relative to the entire contract's limitation of liability under FAR clause 52.216-24, "Limitation of Government Liability".</p> <p>The Not-To-Exceed (NTE)/ceiling amount for CLIN 0811AA is \$2,324,758 and represents this CLIN's portion of the total NTE/ceiling price established under DFARS clause 252.217-7027, "Contract Definitization".</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</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> </tr> <tr> <td>001</td> <td>W9095332390033</td> <td>W91WZ0</td> <td>J</td> <td>2</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> </tr> <tr> <td>001</td> <td>7</td> <td>01-MAY-2014</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>7</td> <td>02-JUN-2014</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>7</td> <td>01-JUL-2014</td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>7</td> <td>01-AUG-2014</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W91WZ0) XR W4GG PM STRYKER GSA WHSE 1 2701 C ST</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W9095332390033	W91WZ0	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	7	01-MAY-2014			002	7	02-JUN-2014			003	7	01-JUL-2014			004	7	01-AUG-2014			28	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 1,628,352.00 \$ 2,324,758.00
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001	7	01-MAY-2014																																											
002	7	02-JUN-2014																																											
003	7	01-JUL-2014																																											
004	7	01-AUG-2014																																											

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN W56HZV-13-D-0008/0011 **MOD/AMD** 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AUBURN, WA, 98001-0001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-13-D-0008/0011				

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Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-D-0008/0011 **MOD/AMD** 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

CONTINUATION SHEET

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0811CA	W13GXR30X1	1	S.0004818.2.18	AC \$	0.00 \$	3,078,552.00 \$	3,078,552.00
0811CB	W13GXR31X1	1	S.0004818.2.18	AD \$	0.00 \$	3,089,618.00 \$	3,089,618.00
0811CC	W13GXR32X1	1	S.0004818.2.18	AE \$	0.00 \$	2,636,461.00 \$	2,636,461.00
0811CD	W13GXR33X1	1	S.0004818.2.18	AF \$	0.00 \$	1,628,352.00 \$	1,628,352.00
NET CHANGE						\$ 10,432,983.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AC	021 201320152035 A5XEK BW7115AFPMC 310N L034622405 S.0004818.2.18	021001 \$ 3,078,552.00
AD	021 201320152035 A5XEK BW7115AFPMC 310N L034622646 S.0004818.2.18	021001 \$ 3,089,618.00
AE	021 201320152035 A5XEK BW7115AFPMC 310N L034623654 S.0004818.2.18	021001 \$ 2,636,461.00
AF	021 201320152035 A5XEK BW7115AFPMC 310N L034623861 S.0004818.2.18	021001 \$ 1,628,352.00
NET CHANGE		\$ 10,432,983.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 868,910.00	\$ 10,432,983.00	\$ 11,301,893.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0811CA	AC	021 201320152035 A5XEK BW7115AFPMC 310N L034622405 S.0004818.2.18 021001
0811CB	AD	021 201320152035 A5XEK BW7115AFPMC 310N L034622646 S.0004818.2.18 021001
0811CC	AE	021 201320152035 A5XEK BW7115AFPMC 310N L034623654 S.0004818.2.18 021001
0811CD	AF	021 201320152035 A5XEK BW7115AFPMC 310N L034623861 S.0004818.2.18 021001

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS 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 05 September 2013. 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 \$10,432,983 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,432,983 dollars.

(End of Clause)

I-3 CHANGED	52.232-16	PROGRESS PAYMENTS (APR 2012) -- ALTERNATE II (APR 2003)	APR/2003
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This Clause is applicable to CLINs 0811CA, 0811CB, 0811CC, and 0811CD awarded under Modification 04 only.

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Governments rights and remedies under this clause --
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to --
- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
- (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
- (ii) Are in conformance with the requirements of FAR 32.504(g); and

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitized delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(n) The Contracting Officer will liquidate progress payments made under this letter contract, unless previously liquidated under paragraph (b) of this clause, using the following procedures:

(1) If this letter contract is superseded by a definitive contract, unliquidated progress payments made under this letter contract shall be liquidated by deducting the amount from the first progress or other payments made under the definitive contract.

(2) If this letter contract is not superseded by a definitive contract calling for the furnishing of all or part of the articles or services covered under the letter contract, unliquidated progress payments made under the letter contract shall be liquidated by deduction from the amount payable under the Termination clause.

(3) If this letter contract is partly terminated and partly superseded by a contract, the Government will allocate the unliquidated progress payments to the terminated and unterminated portions as the Government deems equitable, and will liquidate each portion under the relevant procedure in paragraphs (n)(1) and (n)(2) of this clause.

(4) If the method of liquidating progress payments provided in this clause does not result in full liquidation, the Contractor shall immediately pay the unliquidated balance to the Government on demand.

(o) The amount of unliquidated progress payments applicable under CLINs 0811CA, 0811CB, 0811CC, and 0811CD shall not exceed \$8,346,386.

(End of Clause)

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

I-4 CHANGED 252.217-7027

CONTRACT DEFINITIZATION

DEC/2012

(a) A Firm-Fixed Price 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:

Projected Award of UCA:	06 September 2013
Receipt of Qualifying Proposal:	18 July 2013
Initiation of Negotiations:	01 November 2013
Completion of Negotiations:	25 November 2013
Estimated Date of Definitization	27 December 2013

(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 \$14,894,907.

(End of clause)